

Board of Education Regular Meeting  
Monday, June 10, 2024 6:00 PM  
Boardroom at Central Office  
1700 14th Ave  
Nebraska City, NE 68410

1. Call to Order
  - 1.1. Roll Call
  - 1.2. Pledge of Allegiance
  - 1.3. Requests from Board Members to be Absent from this meeting
  - 1.4. Welcome to Visitors and Public
  - 1.5. Approval of Agenda
  - 1.6. Public Comment Time
  - 1.7. Approval of Minutes
  - 1.8. Claims and Accounts
  - 1.9. Financial Report
2. Reports
  - 2.1. Committee Reports
    - 2.1.1. Education, Americanism and Civics
    - 2.1.2. Buildings and Grounds
    - 2.1.3. Finance
    - 2.1.4. Policy
  - 2.2. Superintendent's Report
3. Business
  - 3.1. Non-Action Items
    - 3.1.1. Policy Review Cycle
  - 3.2. Action Items
    - 3.2.1. Policy Cycle Revision
      - 3.2.1.1. Policy 4070 and 4070.R1- Early Voluntary Separation
      - 3.2.1.2. 6004-Curriculum Development
    - 3.2.2. Policy Revisions per Legal Counsel
    - 3.2.3. Policy Adoptions per Legal Counsel
    - 3.2.4. Policy Revocations per Legal Counsel
    - 3.2.5. Computer Science "new" course for 2024-2025
    - 3.2.6. Hayward Classroom Door Project
    - 3.2.7. Concrete Repairs at Hayward
    - 3.2.8. Designate Federal Funds
    - 3.2.9. Supplemental Rates
    - 3.2.10. 2024-2025 Athletic Budget
    - 3.2.11. Foreign Exchange Student
    - 3.2.12. Personnel
      - 3.2.12.1. Resignations
      - 3.2.12.2. Hiring
4. Adjournment

## **PUBLIC PARTICIPATION**

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

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

**Public Participation at Board Meetings Form**  
**Nebraska City Public Schools Board of Education**

**PUBLIC COMMENTS**

The purpose of “Public Participation” is for the Board of Education to hear comments from the public. Since comments are not on the published agenda the Board will not discuss and/or answer questions during “Public Comments.”

The board will generally allow a total of 30 minutes for the presentation of all public comments. Individuals may only speak one time per topic and must limit comments to around five (5) minutes. In the event more than six individuals wish to address the board, the 30 minutes will be divided equally between the number of speakers. At the discretion of the Board President or Chair, speakers may be allotted additional time.

**PLEASE PRINT**

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Subject of Public Comment: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**UNAPPROVED MINUTES**  
**Board of Education Regular Meeting**  
**Monday, May 13, 2024 at 6:00 PM**  
**Boardroom at Central Office**  
**1700 14th Avenue**  
**Nebraska City, NE 68410**

The Nebraska City News Press and B103 were notified.

Notice was published in the Nebraska City News Press on Friday, May 3, 2024 and on the Nebraska City Public Schools website on Wednesday, April 10, 2024 stating the time and place of the meeting and stating that the known subjects on the agenda were on file and available for public inspection at the District Central Office, 1700 14th Avenue, Nebraska City, Nebraska. Copies of the postings from Wednesday, April 10, 2024 and Friday, May 3, 2024 are attached to these minutes.

This meeting is subject to the Open Meetings Law and Availability of the Agenda pursuant to Nebr. Rev. Stat. Chapter 84, Article 1412(8). A current copy of the Open Meeting Act is posted in the meeting room and the agenda is available.

**1. Call to Order**

Board President Jim Nemec called the meeting to order at 6:00 PM.

**1.1. Roll Call**

Kent Blum: Present  
Lisa Chaney: Present  
Don Loseke: Present  
Jeff Frields: Present  
Stacie Higgins: Present  
Rob Elson: Present  
Jim Nemec: Present  
Nick Schmitz: Present  
Brent Shanholtz: Present  
Present: 9, Absent: 0

**1.2. Pledge of Allegiance**

**1.3. Requests from Board Members to be Absent from this meeting**

**1.4. Welcome to Visitors and Public**

**1.5. Approval of Agenda**

**Order #17116-Motion Passed:** Motion to approve the agenda for May 13, 2024 passed with a motion by Kent Blum and a second by Don Loseke. No discussion.

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Frields: Yea  
Stacie Higgins: Yea  
Rob Elson: Yea  
Jim Nemec: Yea  
Nick Schmitz: Yea  
Brent Shanholtz: Yea  
Yea: 9, Nay: 0, Absent: 0

**1.6. Public Comment Time**

No one addressed the board during Public Comment Time.

**1.7. Approval of Minutes**

**Order #17117 -Motion Passed:** Motion to approve the minutes from the Work Session and Regular Meeting on April 8, 2024 passed with a motion by Kent Blum and a second by Lisa Chaney. No discussion.

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Frields: Yea  
Stacie Higgins: Yea  
Rob Elson: Yea  
Jim Nemec: Yea  
Nick Schmitz: Yea  
Brent Shanholtz: Yea  
Yea: 9, Nay: 0, Absent: 0

**1.8. Claims and Accounts**

**Order #17118-Motion Passed:** Motion to approve the claims and accounts as presented passed with a motion by Jim Nemec and a second by Stacie Higgins. Jim Nemec reviewed the bills this month and found everything in order. He clarified questions about a few bills.

**General Fund:** \$230,807.60; **Payroll Fund:** \$1,200,570.76; **Payroll Benefits Fund:** \$206,574.98; **School Nutrition Fund:** \$74,117.92; **Building Fund:** \$4,444.37; **QCPUF:** \$10,960.65

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Frields: Yea  
Stacie Higgins: Yea  
Rob Elson: Yea  
Jim Nemec: Yea  
Nick Schmitz: Yea  
Brent Shanholtz: Yea  
Yea: 9, Nay: 0, Absent: 0

**1.9. Financial Report**

**Order #17119-Motion Passed:** Motion to approve the financial report as presented with the current balance in the treasury being \$3,340,257.77 passed with a motion by Jim Nemec and a second by Kent Blum. President Jim Nemec gave a summary of the financial reports and reviewed the comparisons to last years balances. A significant amount of reimbursement from the state came in this month. The increased fund balances will determine financial planning decisions prior to the end of the fiscal year.

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Frields: Yea  
Stacie Higgins: Yea  
Rob Elson: Yea  
Jim Nemec: Yea  
Nick Schmitz: Yea  
Brent Shanholtz: Yea  
Yea: 9, Nay: 0, Absent: 0

**2.0. Reports**

**2.1.Principal’s Reports-“What’s Happening With THE PIONEERS!”**

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## **2.2. Committee Reports**

### **2.2.1. Education, Americanism and Civics Committee**

Lisa Chaney gave a report summarizing the Education, Americanism and Civics Committee Meeting highlighting the report by Kate Sherwin, the completion of the School Improvement visits, the recommendation for resources for 6-12 Math and the opportunities for bilingual individuals to be certified with EL endorsements.

### **2.2.2. Building and Grounds Committee**

Rob Elson gave a report summarizing the Building and Grounds Committee Meeting highlighting the status of current projects, the list of summer projects including the need for concrete repairs and replacement and also the possibilities of scheduling the projects that were recently funded with the Safety and Security grant award.

### **2.2.3. Finance Committee**

Brent Shanholtz gave a report summarizing the Finance Committee Meeting highlighting the discussions about the line of credits that need to be renewed, the plan for the upcoming refinancing options for the Central Office and Impact Building loan and also the consideration of the different payment methods the district has for upcoming projects.

### **2.2.4. Policy Committee**

Don Loseke gave a report summarizing the Policy Committee Meeting highlighting the report by Jason Hippen, the review of the policies in the review cycle, the revision work that is still in progress and also the policies that are ready to come before the board for a vote.

## **2.3. Superintendent's Report**

Superintendent Fritch shared that the Cooling Tower Check Valves were in need of immediate attention and that the summer project list is growing and will include concrete work. He also reported on graduation and the end of the school year events. He also reminded the board that the financial situation improvement has been partly due to the ESSER funding that we will not have next year as well as the reduction in debt services. Also, there are one million dollars in expenditures that have been approved that are not yet reflected in the financial reports this month.

## **3.0. Business**

### **3.1. Non-Action Items**

#### **3.1.1. Policy Review Cycle**

Administration and the Policy Committee recommended the review of the following policies:

- 3036-Purchasing Card
- 3058-Naming School District Facilities and Property
- 3058 R.1-School Facility Naming Agreement
- 5019-Communicating with Parents
- 5024-Medication of Students
- 5025-Student Insurance

### **3.2. Action Items**

#### **3.2.1. Policy Revisions**

##### **3.2.1.1. Policy 3013-Emergency Closings and Dismissals**

**Order #17120-Motion Passed:** Motion to approve the revision of Policy 3013-Emergency Closings and Dismissals on second and final reading passed with a motion by Lisa Chaney and seconded by Don Loseke. The Board made some changes to align with the needs of district and will review this policy again as needed.

Kent Blum:	Yea
Lisa Chaney:	Yea
Don Loseke:	Yea
Jeff Frields:	Yea
Stacie Higgins:	Yea

Rob Elson: Yea  
Jim Nemeec: Yea  
Nick Schmitz: Yea  
Brent Shanholtz: Yea  
Yea: 9, Nay: 0, Absent: 0

**3.2.1.2. Policy 4070 and 4070.R1- Early Voluntary Separation**

**Order #17121-Motion Passed:** Motion to approve on first reading and advance to second reading Policy 4070-Early Voluntary Separation Program and 4070.R1-Early Voluntary Separation Program Application passed with a motion by Lisa Chaney and seconded by Kent Blum. Revisions were made to make the language consistent and clear on who is eligible to participate in this program.

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Frields: Yea  
Stacie Higgins: Yea  
Rob Elson: Yea  
Jim Nemeec: Yea  
Nick Schmitz: Yea  
Brent Shanholtz: Yea  
Yea: 9, Nay: 0, Absent: 0

**3.2.2. Grades 6-12 Math Adoption**

**Order #17122-Motion Passed:** Motion to approve the purchase of Reveal Math curricular resource for grades 6-12 for a period of 7 years passed with a motion by Lisa Chaney and seconded by Stacie Higgins. The board thanked Kate Sherwin and her team for the work that went into the review and selection process for these student and teacher resources.

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Frields: Yea  
Stacie Higgins: Yea  
Rob Elson: Yea  
Jim Nemeec: Yea  
Nick Schmitz: Yea  
Brent Shanholtz: Yea  
Yea: 9, Nay: 0, Absent: 0

**3.2.3. Line of Credit Modification Agreement**

**Order #17123-Motion Passed:** Motion to continue the line of credit at Commercial State Bank for \$1,750,000 passed with a motion by Jim Nemeec and seconded by Kent Blum. President Nemeec explained that is it good to have this option available to the district even though it has not been utilized this year.

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Frields: Yea  
Stacie Higgins: Yea  
Rob Elson: Yea  
Jim Nemeec: Yea  
Nick Schmitz: Yea  
Brent Shanholtz: Yea  
Yea: 9, Nay: 0, Absent: 0

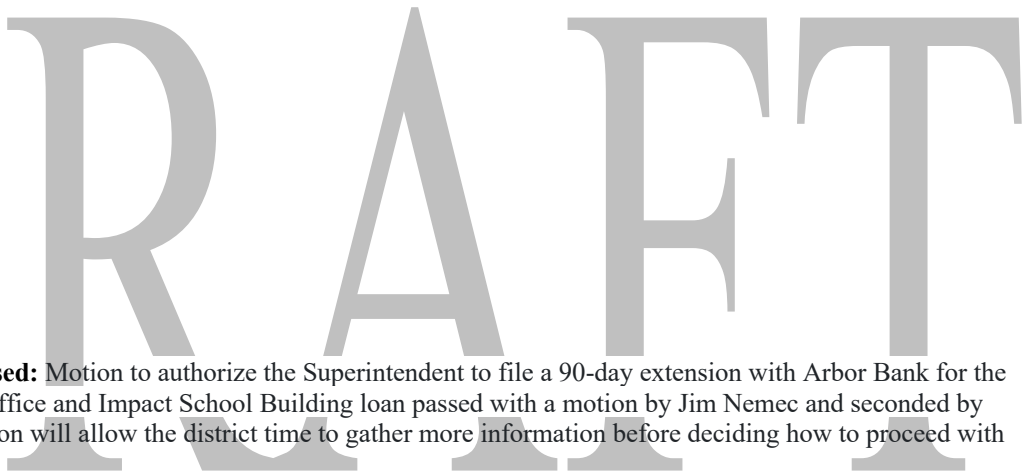
**Order #17124-Motion Passed:** Motion to let the Commercial State Bank line of credit for \$700,000 expire at the end of its term passed with a motion by Jim Nemec and seconded by Kent Blum. Mr. Blum explained that the Finance Committee feels the Line of Credit for \$1,750,000 is sufficient and the district no longer needs this line of credit.

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Frields: Yea  
Stacie Higgins: Yea  
Rob Elson: Yea  
Jim Nemec: Yea  
Nick Schmitz: Yea  
Brent Shanholtz: Yea  
Yea: 9, Nay: 0, Absent: 0

### 3.2.4. Refinance of Central Office and Impact School Building

**Order #17125-Motion Passed:** Motion to authorize the Superintendent to make a principal payment on the Central Office and Impact School Building loan for up to \$350,000 passed with a motion by Jim Nemec and seconded by Kent Blum. The actual amount of this payment will be based on the funds available after the tax receipts are posted to the Building Fund later this month.

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Frields: Yea  
Stacie Higgins: Yea  
Rob Elson: Yea  
Jim Nemec: Yea  
Nick Schmitz: Yea  
Brent Shanholtz: Yea  
Yea: 9, Nay: 0, Absent: 0



**Order #17126-Motion Passed:** Motion to authorize the Superintendent to file a 90-day extension with Arbor Bank for the refinancing of the Central Office and Impact School Building loan passed with a motion by Jim Nemec and seconded by Stacie Higgins. The extension will allow the district time to gather more information before deciding how to proceed with the refinancing of the loan.

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Frields: Yea  
Stacie Higgins: Yea  
Rob Elson: Yea  
Jim Nemec: Yea  
Nick Schmitz: Yea  
Brent Shanholtz: Yea  
Yea: 9, Nay: 0, Absent: 0

### 3.2.5. Personnel

#### 3.2.5.1. Hiring

**Order #17127-Motion Passed:** Motion to approve the hiring of Holly Hawley, 6th Grade Science Teacher, for the 2024-2025 school year passed with a motion by Kent Blum and a second by Jeff Frields. No discussion.

Kent Blum: Yea  
Lisa Chaney: Yea

Don Loseke: Yea  
Jeff Frields: Yea  
Stacie Higgins: Yea  
Rob Elson: Yea  
Jim Nemec: Yea  
Nick Schmitz: Yea  
Brent Shanholtz: Yea  
Yea: 9, Nay: 0, Absent: 0

**3.2.5.2. Resignations**

**Order #17128-Motion Passed:** Motion to approve the resignation of Angela Magee, Kindergarten Teacher passed with a motion by Jim Nemec and seconded by Lisa Chaney. No discussion.

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Frields: Yea  
Stacie Higgins: Yea  
Rob Elson: Yea  
Jim Nemec: Yea  
Nick Schmitz: Yea  
Brent Shanholtz: Yea  
Yea: 9, Nay: 0, Absent: 0

**4.0. Adjournment**

**Order #17129-Motion Passed:** Motion to adjourn at 7:04 PM passed with a motion by Kent Blum and seconded by Jeff Frields. No discussion.

Kent Blum: Yea  
Lisa Chaney: Yea  
Don Loseke: Yea  
Jeff Frields: Yea  
Stacie Higgins: Yea  
Rob Elson: Yea  
Jim Nemec: Yea  
Nick Schmitz: Yea  
Brent Shanholtz: Yea  
Yea: 9, Nay: 0, Absent: 0

Submitted by  
Mark Fritch, Secretary

DRAFT

AFFIDAVIT OF PUBLICATION

See Proof on Next Page

STATE OF NEBRASKA

SS.

COUNTY OF OTOE

I, Dawn Schnepf, of lawful age, being duly sworn upon oath, deposes and says that I am the Publisher/Agent of Nebraska City News Press, a publication that is a "legal newspaper" as that phrase is defined for the city of Nebraska City, for the County of Otoe, in the state of Nebraska, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

**PUBLICATION DATES:**

May. 3, 2024

**Notice ID:** XkENjz5d2LnUpV19LvDa

**Publisher ID:** 2169520

**Notice Name:** May Meeting Notice 2024

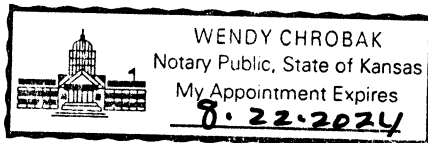
**PUBLICATION FEE:** \$12.86

*Dawn R. Schnepf*  
\_\_\_\_\_  
Publisher/Agent

Signed or attested before me on this

9th day of May, A.D. 2024.

*[Signature]*  
\_\_\_\_\_  
Notary Public



**NOTICE OF MEETING  
OTOE COUNTY SCHOOL  
DISTRICT 111  
IN THE STATE OF NEBRASKA**

NOTICE IS HEREBY GIVEN that the **Regular Meeting** of the Board of Education of Otoe County School District 111, in the State of Nebraska, will be held at **6:00 o'clock P.M.**, May 13, 2024 at **Central Office, 1700 14th Avenue**, Nebraska City, Nebraska, in the Boardroom, which meeting will be open to the public. An agenda for such meetings, kept continuously current, is available for public inspection at the office of the Superintendent. The agenda is not final until 24 hours prior to the meeting.

Mark Fritch  
Superintendent of Schools  
Published in the Nebraska City  
News Press on May 3, 2024.  
2169520 ZNEZ



## NOTICE OF REGULAR MEETING-MAY 13, 2024

Carla Zaroban

April 10, 2024

### NOTICE OF MEETING OTOE COUNTY SCHOOL DISTRICT 111 IN THE STATE OF NEBRASKA

NOTICE IS HEREBY GIVEN that the **Regular Meeting** of the Board of Education of Otoe County School District 111, in the State of Nebraska, will be held at **6:00 o'clock P.M.**, May 13, 2024 at **Central Office, 1700 14th Avenue**, Nebraska City, Nebraska, in the Boardroom, which meeting will be open to the public. An agenda for such meetings, kept continuously current, is available for public inspection at the office of the Superintendent. The agenda is not final until 24 hours prior to the meeting.

Mark Fritch

Nebraska City Public Schools

Board Report - Bill Listing

May-24

Vendor Name	Description	Check Total
Checking Account ID	08 Fund Number	Building Fund
ARBOR BANK	PRINCIPAL AND REGULAR PAYMENT	354,444.37
Fund Number		<u>354,444.37</u>
Checking Account ID	08	<u>354,444.37</u>
Checking Account ID	1 Fund Number	General Fund
A-1 LOCKSMITH	REPLACE DOOR LOCK AT HS	250.00
ALBIREO ENERGY LLC	NEW UNIT CONTROLS	3,464.00
AMAZON CAPITAL SERVICES	MISC CHARGES	3,523.24
AMERICAN RECYCLING AND SANITATION	TRASH SERVICE	2,580.20
APACE	CONTRACTED SERVICES	2,098.78
ARBOR PSYCHIATRIC AND WELLNESS	CONTRACTED SERVICES	80.00
BOHL PLUMBING	PLUMBING PARTS	40.16
CAMP CATRON	ADMIN RETREAT	270.00
CAPITAL BUSINESS SYSTEMS	FAX AND COPIES	330.39
CAPITAL BUSINESS SYSTEMS	COPIER LEASE	2,955.30
CAPITAL ONE	MISC CHARGES	389.38
CARD SERVICES	MISC CHARGES	8,993.07
CIOX HEALTH	MED RECORDS REQUEST FEES	23.50
COLUMN SOFTWARE PBC	PUBLIC NOTICE	131.13
COMPUTER HARDWARE-LINCOLN	24-25 CHROMEBOOKS	54,900.00
DAS STATE ACCOUNTING - CENTRAL	DISTANCE LEARNING	267.63
DIETZE MUSIC	INSTRUMENT REPAIRS	394.00
DOUGLAS TIRE	MOWER REPAIRS	124.00
EGAN SUPPLY CO.	CUSTODIAL SUPPLIES	248.65
EPS/SCHOOL SPECIALTY INTERVENTION	COOP SUPPLIES	832.37
ESU #4	SRS RENEWAL/CONTRACTED SERVICES	6,705.00
FACILITY ADVOCATES	FACILITY REPAIRS	4,498.95
FIRST CLASS PLUMBING AND HEATING	REPAIRS	565.00
FIRST STUDENT INC	TRANSPORTATION	28,750.23
GOPHER SPORT	MS PE SUPPLIES	898.20
GROWING WORDS THERAPY	CONTRACTED SERVICES	1,023.72
Home Depot Pro	CUSTODIAL SUPPLIES	7,853.88
J.F. AHERN CO.	INSPECTIONS	1,860.00
JENNA HENRICHS	CONTRACTED SERVICES	4,731.58
KARRON B JOHNSON	CONTRACTED SERVICES	1,044.00
KB INTERPRETING	CONTRACTED SERVICES	5,193.00

KSB SCHOOL LAW, PC, LLO	POLICY UPDATE/LEGAL SERVICES	6,361.00
LANDIS ENGINE	FACILITY MAINTENANCE	21.75
LANT HARDWARE, INC	SUPPLIES	97.24
MADISON NATIONAL LIFE	CLASSIFIED LTD	487.69
MAKE MUSIC	LICENSE RENEWAL	350.00
MATHESON TRI-GAS INC.	SUPPLIES/BOTTLE RENTAL	377.44
MEAD LUMBER	MS SUPPLIES	114.48
MULLENAX AUTO SUPPLY	VEHICLE SUPPLIES	365.54
n2y, LLC	ANNUAL RENEWAL-LIFESKILLS	2,259.95
NASCO	HS ART SUPPLIES	39.15
NCSA	NASBO	180.00
NEBRASKA CENTRAL EQ.	BUS DOOR HANDLE	72.05
NEBRASKA CITY UTILITIES	UTILITIES	36,322.94
NO LIMIT POWER, INC	MOWER REPAIRS	317.70
ONE SOURCE	BACKGROUND CHECKS	251.60
PAPER 101	2024-25 PAPER SUPPLY ORDER	13,422.74
PAPER TIGER SHREDDING, INC.	SHREDDING SERVICE	574.00
PAYROLL ACCOUNT-NCPS	MAY 2024 PAYROLL	1,205,261.31
POSTMASTER	ANNUAL PO BOX FEE	1,878.00
POWERSCHOOL GROUP LLC	TALENT ED RENEWAL	10,341.67
PURCHASE POWER	POSTAGE	1,000.00
QUILL CORPORATION	PENCIL SHARPENERS	472.80
RIVER VIEW PEST CONTROL, INC.	PEST CONTROL	350.00
ROXANNE PETERSEN	CONTRACTED SERVICES	450.00
SARAH ROBERTS	CONTRACTED SERVICES	6,918.03
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	291.23
TAESE/USU	SPED LAW REGISTRATION	250.00
TK ELEVATOR CORPORATION	CONTRACTED SERVICES	937.04
UNL EXTENSION - OTOE COUNTY	HW CLUBS	105.00
UNITE PRIVATE NETWORKS	PRIVATE NETWORK	712.51
VERIZON WIRELESS	PHONE	709.21
VOYAGER FLEET SYSTEMS	FUEL CHARGS	5,691.61
WESTLAKE ACE HARDWARE	MULCH AND MAINT SUPPLIES	1,348.78
WEX BANK	FUEL CHARGES	329.33
WINDSTREAM	PHONE	1,093.20
ZULTYS INC	PHONE 2 MONTHS	8,332.97
Fund Number		<u>1,453,107.32</u>
Checking Account ID	1	<u>1,453,107.32</u>
Checking Account ID	10 Fund Number	<u>Cooperative Fund</u>
STAPLES BUSINESS ADVANTAGE	HS COMPUTER LAB CHAIR	138.00

Fund Number			<u>138.00</u>
Checking Account ID	10		<u>138.00</u>
Checking Account ID	2	Fund Number	<u>General Fund</u>
AMERICAN FIDELITY		MAY SUPPLEMENTAL PREMIUMS	3,501.70
BLUE CROSS BLUE SHIELD		MAY HEALTH AND DENTAL PREMIUMS	199,895.03
MADISON NATIONAL LIFE		MAY LIFE INS PREMIUMS	1,692.68
VSP, INC		MAY VISION PREMIUMS	1,485.57
Fund Number			<u>206,574.98</u>
Checking Account ID	2		<u>206,574.98</u>
Checking Account ID	6	Fund Number	<u>Nutrition Services</u>
HEATHER BAILEY		STUDENT REFUND	25.25
JENIFER TIETZ		STUDENT REFUND	18.60
JOHN STIDD		STAFF REFUND	1.00
LESLIE GROSS		STAFF REFUND	0.95
LISA CHANEY		STUDENT REFUND	32.66
LUNCHTIME SOLUTIONS, INC.		FOOD SERVICE	83,540.23
NORMA BARNARD		STAFF REFUND	14.60
SCOTT KINNISON		STAFF REFUND	37.25
Fund Number			<u>83,670.54</u>
Checking Account ID	6		<u>83,670.54</u>
Checking Account ID	7	Fund Number	<u>Bond Fund</u>
BOK FINANCIAL		BOND INTEREST PAYMENT	154,225.00
Fund Number			<u>154,225.00</u>
Checking Account ID	7		<u>154,225.00</u>

Nebraska City Public Schools  
 May 2024  
 Summary Financial Report

**General Fund**

The General Fund finances all facets of services rendered by the school district including payroll, benefits, equipment, supplies, insurance, building occupancy, contracted services, and other daily functions and operations of the district. The tax levy for this fund is restricted to \$1.05 plus qualified exclusions. The approved General Fund levy for 2023-24 .891644

	<b>2024</b>	<b>2023</b>
Balance Forward	3,124,835.30	
Revenue	4,192,464.24	
Expenses	<u>1,453,107.32</u>	
Balance	5,864,192.22	4,133,097.43

**Building Fund**

The Building Fund is used to acquire or improve sites and/or to erect, alter or improve buildings. The sale of bonds, the sale of property, or tax receipts will be the primary sources of revenue for the Special Building Fund. Regardless of the source of money to be used for building construction and related costs, all income for the purposes of this fund shall be accountable through this fund. The tax levy for this fund falls under the \$1.05 levy limit and is further restricted to \$0.14 with local board approval or \$0.175 following a vote of the people for a term not to exceed ten years. The approved Building Fund levy for 2023-24 .060363

	<b>2024</b>	<b>2023</b>
Balance Forward	338,207.80	
Revenue	230,470.04	
Expenses	<u>354,444.37</u>	
Balance	214,233.47	337,220.90

**QCPUF Fund**

A Qualified Capital Purpose Undertaking Fund (QCPUF) may be established for the removal of environmental hazards, the reduction or elimination of accessibility barriers in school district buildings, modifications for life safety code violations, life safety hazards, and mold abatement and prevention projects for existing facilities only. General Fund expenditures for the purpose of this fund are not allowable. Effective April 19, 2016, the tax levy for this fund is restricted to \$0.03. The tax levy for QCPUF projects in place prior to April 19, 2016, remains at \$0.052. The levy may exceed the \$0.03 levy limit if the valuation has decreased from the last year bonds were issued and the bond principal and interest obligation cannot be met. Tax levies cannot exceed ten years for each project. The approved QCPUF levy for 2023-24 .022291

	<b>2024</b>	<b>2023</b>
Balance Forward	222,939.34	
Revenue	75,858.36	
Expenses	<u>0.00</u>	
Balance	298,797.70	258,543.13

**Cooperative Fund**

The Cooperative Fund may be used by the school district acting as the fiscal agent for any cooperative activity between one or more public agencies. All school districts, including the school district acting as the fiscal agent, shall show the payment for services to the cooperative in their General Fund. Nebraska City Public Schools utilized the Cooperative Fund to receipt and disburse funds received Technology Bonds. Those funds are no longer available to be accessed or used.

	<b>2024</b>	<b>2023</b>
Balance Forward	1,513.09	
Revenue	.13	
Expenses	<u>138.00</u>	
Balance	1,375.22	80,042.97

### Depreciation Fund

The purpose of the Depreciation Fund is to facilitate the eventual purchase of costly items by spreading replacement costs over a period of years in order to avoid a disproportionate tax effort in a single year to make the purchase. To allocate monies from the General Fund, a school district will transfer funds as an expense from the General Fund, and the Depreciation Fund will show the transfer as revenue from the General Fund. The school district must divide this fund into more than one account to allocate a portion of this fund for different valid purposes. The Depreciation Fund is a component of the General Fund.

	<b>2024</b>	<b>2023</b>
Balance Forward	1,543,790.23	
Revenue	261.52	
Expenses	<u>0.00</u>	
Balance	1,544,051.75	1,487,427.10

### School Nutrition Fund

The School Nutrition Fund (formerly School Lunch Fund) is required to accommodate the financial activities of all Nutrition Programs operated by the school district. The School Nutrition Fund shall reflect a record of all revenues and expenditures incident to the operation of all Nutrition Programs. If a deficit is incurred in the operation, the deficiency shall be covered by funds transferred from the General Fund.

	<b>2024</b>	<b>2023</b>
Balance Forward	533,337.50	
Revenue	92,742.44	
Expenses	<u>83,670.54</u>	
Balance	542,409.40	475,530.97

### Payroll Account

An internal account created for exclusive use by Nebraska City Public Schools. This account receives funds from the General Fund on a monthly basis to cover monthly payroll, benefits, and associated expenses.

	<b>2024</b>	<b>2023</b>
Balance Forward	42,233.79	
Revenue	1,205,243.89	
Expenses	<u>1,205,261.31</u>	
Balance	42,216.37	34,540.13

**Section 125 Account**

An internal account created for exclusive use by Nebraska City Public Schools. This account receives funds from individual employees' monthly salary/wages to cover monthly employee-elected deductions for childcare and healthcare expenses.

	<b>2024</b>	<b>2023</b>
Balance Forward	31,533.96	
Revenue	3,655.21	
Expenses	<u>3,652.50</u>	
Balance	31,536.67	31,504.65

**Meyer Memorial Fund**

An internal account created for exclusive use by Nebraska City Public Schools. This fund, established by donations from the Meyer family, is used to fund scholarships.

	<b>2024</b>	<b>2023</b>
Balance Forward	229,334.11	
Revenue	3.17	
Expenses	<u>0.00</u>	
Balance	229,337.28	231,711.11

**Bond Fund**

The Bond Fund shall be used to record tax receipts, investment interest, and the payment of bond principal, interest, and other related costs (i.e., trustee fees). If the fund balance is not sufficient to meet interest or bond retirement payments from the Bond Fund, the General Fund shall be used for these payments. Revenue from a levy to retire bonds in any school district is retained in a separate fund by the county treasurer, the financial institution serving as a fiscal agent, or the school district. Funds shall be disbursed upon appropriate demand. All records of the transactions in this area shall be maintained in this fund. Proceeds from a bond issue shall be deposited into the Special Building Fund to be expended on the actual building project. The Bond Fund is a taxing fund and is not part of the \$1.05 cap. The tax levy for this fund is restricted for expenditures other than principal and interest on bonds. Proceeds from a bond issue shall be deposited into the Special Building Fund to be expended on the actual building project. The approved Bond Fund levy for 2023-24 .142913

	<b>2024</b>	<b>2023</b>
Balance Forward	1,885,983.01	
Revenue	526,256.51	
Expenses	<u>154,225.00</u>	
Balance	2,258,014.52	2,062,652.50

NEBRASKA CITY PUBLIC SCHOOLS 66-0111							23-24	22-23
GENERAL FUND MONTHLY FINANCIAL REPORT			REC'D MONTH	REC'D THRU:	REC'D THRU		% OF BUDGET TO	% OF BUDGET TO
	RECEIPTS:	BUDGETED	MAY	5/31/2024	5/31/2023	DIFFERENCE	BE RECEIVED	BE RECEIVED
	LOCAL PROPERTY TAXES	9,550,000.00	2,876,886.31	8,357,851.09	8,352,179.83	5,671.26	12.48%	
	CARLINE TAX	10,000.00	1,465.90	3,518.87	3,106.85	412.02	64.81%	
	IN LIEU OF TAX, 5% GROSS	5,800.00		5,447.30	1,661.71	3,785.59	6.08%	
	MOTOR VEHICLE TAX	825,000.00	76,868.12	658,370.41	615,432.56	42,937.85	20.20%	
	PENALTIES AND INTEREST ON TAXES	0.00				0.00		
	TUITION FROM OTHER DISTRICTS-SPED	0.00				0.00		
	LOCAL LICENSE FEES, CITY	3,000.00	100.00	980.00	1,385.00	(405.00)	67.33%	
	RENTAL OF SCHOOL FACILITIES	2,000.00	285.80	770.80	30.00	740.80	61.46%	
	OTHER LOCAL REVENUE	1,500.00		2,222.55	1,367.54	855.01		
	COUNTY FINES & LICENSE FEES	140,000.00	11,840.35	117,885.77	111,030.79	6,854.98	15.80%	
	ESU RECEIPTS					0.00		
	OTHER COUNTY SOURCES	1,200.00				0.00		
	STATE AID	4,608,970.00	460,897.00	4,148,073.00	4,206,214.00	(58,141.00)	10.00%	
	SPECIAL EDUCATION PROGRAM	1,950,000.00	308,531.00	1,841,783.00	950,082.00	891,701.00	5.55%	
	SPECIAL EDUCATION TRANSP.	56,000.00				0.00	100.00%	
	HOMESTEAD EXEMPTION	280,000.00	55,928.85	165,793.69	148,262.16	17,531.53	40.79%	
	RELIEF TO PROPERTY TAXPAYERS	500,000.00	322,221.09	644,442.18	573,727.25	70,714.93	-28.89%	
	PERSONAL PROPERTY TAX CREDIT	500.00			350.09	(350.09)		
	RAILROAD CREDIT					0.00		
	HIGH ABILITY LEARNERS	9,000.00		8,305.00	8,738.00	(433.00)	7.72%	
	RULE 4 TEXTBOOK LOAN	10,000.00			3,714.02	(3,714.02)	100.00%	
	PRO-RATE MOTOR VEHICLE	30,000.00		10,010.28	20,360.02	(10,349.74)	66.63%	
	STATE APPORTIONMENT	270,000.00		270,317.68	272,046.43	(1,728.75)	-0.12%	
	IN LIEU OF SCHOOL LAND TAX			1,736.70	6,011.01	(4,274.31)		
8,433.00	STATE EARLY CHILDHOOD	101,000.00	17,048.00	80,539.00	49,700.00	30,839.00	20.26%	
	CTE EXTENSION GRANT			8,551.00				
12,564.32	PROJECT AWARE	265,000.00	12,399.26	95,797.54	146,792.99	(50,995.45)	63.85%	
92,389.00	TITLE I	400,000.00		264,053.00	268,474.00	(4,421.00)	33.99%	
	TITLE II PART A	50,200.00		43,618.00	11,546.00	32,072.00	13.11%	
62,057.00	IDEA BASE	375,000.00		249,353.00	253,660.00	(4,307.00)	33.51%	
2,053.00	IDEA PRESCHOOL BASE	8,400.00		6,350.00	8,929.00	(2,579.00)	24.40%	
	IDEA NON PUBLIC	45,600.00		31,549.00	27,120.00	4,429.00	30.81%	
	IDEA PRESCHOOL BASE-ARP				4,494.00	(4,494.00)		
	IDEA BASE-ARP				8,920.00	(8,920.00)		
	IDEA NON PUBLIC -ARP					0.00		
	MEDICAID IN PUBLIC SCHOOLS			22,026.65		22,026.65		
	MAAPS RECEIPTS	40,000.00		25,791.17	46,565.93	(20,774.76)	35.52%	
1,696.00	HOMELESS GRANT					0.00		
	ESSERS/CARES GRANT					0.00		
	ESSERS II	0.00			219,563.00	(219,563.00)		
41,847.00	ESSERS III	670,000.00		317,119.00	773,045.00	(455,926.00)	52.67%	
	N-SPDG GRANT					0.00		
10,777.00	TITLE IV, PART B, NCLB 21ST CENTURY	170,000.00	46,058.00	144,522.00	129,741.00	14,781.00	14.99%	
	SUMMER CLUB EXTENSION (6989)			3,563.00	29,977.00	(26,414.00)		
	CLUBS EXTENSION (6988)	40,000.00			25,498.00	(25,498.00)		
	LONG TERM LOAN-LOC	0.00				0.00		
	TAX ANTICIPATION NOTES	0.00				0.00		
	SALE OF BONDS					0.00		
	TRANSFERS FROM FUNDS					0.00		
	OTHER NON-REVENUE RECEIPTS				4.71	(4.71)		
	TOTAL WITHOUT INTERCOMPANY RECEIPT	20,418,170.00	4,190,529.68	17,530,340.68	17,279,729.89	250,610.79	14.14%	21.03%
	NON PROGRAM RECEIPTS				200,000.00			
231,816.32	GRAND TOTAL	20,418,170.00	4,190,529.68	17,530,340.68	17,479,729.89			

			DISB. MONTH	DISB. THRU:	DISB. THRU:		% OF BUDGET TO	% OF BUDGET TO
	DISBURSEMENTS:	BUDGETED	MAY	5/31/2024	5/31/2023	DIFFERENCE	BE SPENT	BE SPENT
1100	INSTRUCTION	5,892,030.00	418,944.28	3,725,322.80	3,880,804.33	(155,481.53)	36.77%	
1150	ELL	354,725.00	28,174.88	261,292.62	256,246.09	5,046.53	26.34%	
1160	POVERTY	2,181,130.00	179,752.25	1,613,432.76	1,569,471.86	43,960.90	26.03%	
1190	PRESCHOOL LOCAL FUNDS	198,150.00	17,328.85	153,627.94	109,601.20	44,026.74	22.47%	
1200	SPECIAL EDUCATION	2,866,350.00	223,550.12	1,920,311.31	1,868,300.39	52,010.92	33.00%	
1300	DRIVER'S ED/SUMMER SCHOOL	20,455.00				-	100.00%	
2120	GUIDANCE	126,800.00	9,907.86	89,690.10	137,688.64	(47,998.54)	29.27%	
2130	HEALTH/NURSE	102,625.00	7,338.86	69,293.07	73,337.34	(4,044.27)	32.48%	
2140	PSYCHOLOGY	275,400.00	9,213.07	147,525.15	120,758.82	26,766.33	46.43%	
2150	SPEECH/AUDIOLOGY	301,700.00	31,031.87	245,522.12	232,352.32	13,169.80	18.62%	
2160	OCCUPATIONAL THERAPY	400.00	0.00	0.00	45.03	(45.03)	100.00%	
2170	PHYSICAL THERAPY	49,500.00	4,731.58	47,487.06	29,710.57	17,776.49	4.07%	
2180	VISION	600.00		1,055.11	37,310.00	(36,254.89)	-75.85%	
2190	OTHER SUPPORT SERVICES	92,000.00	234.13	22,071.23	18,171.87	3,899.36	76.01%	
2212	CURRICULUM DIRECTOR	35,700.00	2,667.20	24,990.23	30,707.52	(5,717.29)	30.00%	
2214	STANDARDS DIRECTOR	1,700.00	556.00	1,919.03	816.28	1,102.75	-12.88%	
2220	LIBRARY	216,055.00	15,628.61	148,125.61	143,722.56	4,403.05	31.44%	
2290	EARLY RETIREMENT	95,625.00		95,609.20	43,109.20	52,500.00	0.02%	
2310	SCHOOL BOARD	128,000.00	9,132.99	82,455.89	59,670.09	22,785.80	35.58%	
2320	SUPERINTENDENT	321,275.00	26,252.86	237,435.88	225,043.04	12,392.84	26.10%	
2410	PRINCIPALS	1,070,100.00	87,847.85	785,242.98	707,411.25	77,831.73	26.62%	
2510	BUSINESS OFFICE	238,100.00	18,558.61	162,882.06	181,478.44	(18,596.38)	31.59%	
2580	TECHNOLOGY	487,350.00	71,203.69	217,468.77	109,932.40	107,536.37	55.38%	
2610	PLANT OPERATION	1,120,500.00	43,401.59	887,373.36	850,836.08	36,537.28	20.81%	
2620	MAINTENANCE	1,240,850.00	50,569.45	650,637.61	467,191.45	183,446.16	47.57%	
2700	PUPIL TRANSPORTATION	485,150.00	37,125.13	279,539.68	392,646.90	(113,107.22)	42.38%	
3535	HIGH ABILITY LEARNERS	5,920.00	421.76	4,693.26	3,697.08	996.18	20.72%	
3540	STATE EARLY CHILDHOOD	104,835.00	8,434.68	76,671.21	64,266.94	12,404.27	26.86%	
3551	CTE EXTENSTION GRANT			1,103.53				
3590	PROJECT AWARE	236,575.00	12,564.32	68,055.54	105,495.26	(37,439.72)	71.23%	
3599	TEXTBOOK LOAN	20,000.00			3,537.17	(3,537.17)	100.00%	
5000	DEBT SERVICES	0.00			767,855.56	(767,855.56)		
6200	TITLE I	377,675.00	31,106.90	275,280.65	249,623.06	25,657.59	27.11%	
6310	TITLE II PART A	125,860.00	8,629.19	78,021.51	10,626.98	67,394.53	38.01%	
6406	IDEA PART B PRESCHOOL	8,403.00		8,403.31	9,785.80	(1,382.49)	0.00%	
6408	IDEA BASE/ENROLLMENT/POVERTY	364,750.00	31,448.44	283,989.03	273,455.98	10,533.05	22.14%	
6412	NON-PUBLIC SPED	45,589.00		31,764.15	27,123.32	4,640.83	30.32%	
6422	IDEA PRESCHOOL-ARP	0.00			2,805.00	(2,805.00)		
6421	IDEA BASE-ARP	0.00			860.00	(860.00)		
6423	IDEA NON PUBLIC -ARP	0.00				-		
6700	PERKINS	0.00				-		
6968	TITLE IV, PART B, NCLB 21ST CENTURY	208,180.00	21,871.27	180,054.72	153,958.08	26,096.64	13.51%	
6988	EXTENDED CLUBS	18,480.00			11,001.13	(11,001.13)	100.00%	
6989	SUMMER CLUBS	15,910.00			7,756.88	(7,756.88)	100.00%	
6994	HOMELESS GRANT		1,696.60	1,696.60	6,750.00			
6996	ESSERS/CARES GRANT	0.00				-		
6997	ESSERS II	0.00			291,371.60	(291,371.60)		
6998	ESSERS III	666,668.00	41,847.87	377,768.28	736,487.63	(358,719.35)		
	SUBTOTAL	20,101,115.00	1,451,172.76	13,257,813.36	14,272,821.14	(1,011,057.91)	30.94%	34.59%
	TRANSFER TO FUND				200,000.00			
	TOTAL DISBURSEMENTS:	20,101,115.00	1,451,172.76	13,257,813.36	14,472,821.14			

	Balance on hand District Treasury 8-31-23	1,793,809.01						
	Receipts through: 8-31-2024	17,530,340.68						
	TOTAL BALANCE & RECEIPTS	19,324,149.69						
	Outstanding warrants 8-31-2023	202,114.73						
	Warrants issued through: 8-31-2024	13,257,813.36						
	TOTAL WARRANTS	13,459,928.09						
	BALANCE	5,864,221.60						
	Balance in District Treasury	6,082,604.63 *						
	Outstanding warrants	218,383.03						
	BALANCE	5,864,221.60						

**Activity Fund Balance Report - Summary - Exclude Encumbrances**

05/2024 - 05/2024

Regular; Beginning Month 05/2024; Processing Month 05/2024; Accounts to Include Accounts with Activity; Fund Balance Account 146 Records Selected; Fund Number 05

**Fund: 05      Activity Fund**

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0001	VARSITY FOOTBALL BALANCE	7,848.79	0.00	0.00	0.00	7,848.79
05 704 0002	9TH FOOTBALL BALANCE	(2,308.00)	0.00	0.00	0.00	(2,308.00)
05 704 0003	7-8 FOOTBALL BALANCE	(89.70)	0.00	0.00	0.00	(89.70)
05 704 0004	VARSITY BBB BALANCE	(2,157.63)	0.00	0.00	0.00	(2,157.63)
05 704 0005	9TH BBB BALANCE	(897.00)	0.00	0.00	0.00	(897.00)
05 704 0006	7-8 GBB BALANCE	324.00	0.00	0.00	0.00	324.00
05 704 0007	7-8 BBB BALANCE	535.90	0.00	0.00	0.00	535.90
05 704 0008	VARSITY B TRACK BALANCE	(1,211.88)	0.00	0.00	0.00	(1,211.88)
05 704 0009	NC INVITATIONAL TRACK BALANCE	4,698.31	0.00	0.00	0.00	4,698.31
05 704 0010	TRAVELING GIRLS BB BALANCE	3,775.89	0.00	0.00	0.00	3,775.89
05 704 0011	7-8 TRACK BALANCE	(390.00)	0.00	0.00	0.00	(390.00)
05 704 0012	VARSITY WRESTLING BALANCE	(2,430.18)	0.00	1,645.00	0.00	(785.18)
05 704 0013	7-8 WRESTLING BALANCE	150.00	0.00	175.00	0.00	325.00
05 704 0014	CROSS COUNTRY BALANCE	(1,939.23)	0.00	0.00	0.00	(1,939.23)
05 704 0015	VARSITY GIRLS TRACK BALANCE	(1,253.86)	0.00	0.00	0.00	(1,253.86)
05 704 0016	VARSITY GBB BALANCE	(1,764.26)	0.00	0.00	0.00	(1,764.26)
05 704 0017	9TH GBB BALANCE	(925.00)	0.00	0.00	0.00	(925.00)
05 704 0018	VARSITY VOLLEYBALL BALANCE	(523.88)	0.00	0.00	0.00	(523.88)
05 704 0019	9TH VOLLEYBALL BALANCE	109.00	0.00	0.00	0.00	109.00
05 704 0020	7-8 VOLLEYBALL BALANCE	1,562.05	60.00	0.00	0.00	1,502.05
05 704 0021	BOYS TENNIS BALANCE	246.34	0.00	0.00	0.00	246.34
05 704 0022	GIRLS TENNIS BALANCE	(290.00)	75.00	375.00	0.00	10.00
05 704 0023	UNIFIED ACTIVITIES	2,306.00	0.00	0.00	0.00	2,306.00
05 704 0024	GOLF BALANCE	(350.00)	556.13	2,160.00	0.00	1,253.87
05 704 0025	FFA BALANCE	13,493.40	1,979.54	455.00	0.00	11,968.86
05 704 0026	FCCLA BALANCE	2,829.85	3,875.92	4,614.81	0.00	3,568.74
05 704 0027	PIONNER YOUTH BOYS BASKETBALL BALANCE	3,206.24	0.00	0.00	0.00	3,206.24
05 704 0028	NS BOOK FUND BALANCE	(646.69)	2,211.75	26.99	0.00	(2,831.45)
05 704 0029	SINGERS BALANCE	597.97	0.00	114.50	0.00	712.47
05 704 0030	MUSICAL BALANCE	9,685.31	0.00	1,025.00	0.00	10,710.31
05 704 0031	DECA BALANCE	167.16	0.00	0.00	0.00	167.16
05 704 0032	MS CONCESSIONS BALANCE	2,560.13	0.00	20.00	0.00	2,580.13
05 704 0033	FBLA BALANCE	4,142.21	0.00	917.00	0.00	5,059.21
05 704 0034	HS POP MONEY BALANCE	14.16	0.00	0.00	0.00	14.16
05 704 0035	MS POP BALANCE	2,955.07	0.00	121.00	0.00	3,076.07
05 704 0036	HS BAND RESALE BALANCE	493.93	0.00	60.00	0.00	553.93

**Activity Fund Balance Report - Summary - Exclude Encumbrances**

05/2024 - 05/2024

Regular; Beginning Month 05/2024; Processing Month 05/2024; Accounts to Include Accounts with Activity; Fund Balance Account 146 Records Selected; Fund Number 05

**Fund: 05      Activity Fund**

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0037	MS BAND RESALE BALANCE	2,573.30	75.00	174.00	0.00	2,672.30
05 704 0038	MS WRESTLING CLUB BALANCE	3,206.91	0.00	0.00	0.00	3,206.91
05 704 0039	PIONEER FOOTBALL BALANCE	7,561.14	0.00	0.00	0.00	7,561.14
05 704 0040	WEIGHTLIFTING BALANCE	201.95	0.00	0.00	0.00	201.95
05 704 0041	MS TRACK CLUB BALANCE	483.77	0.00	0.00	0.00	483.77
05 704 0042	CHILDRENS CHOIR BALANCE	275.71	0.00	0.00	0.00	275.71
05 704 0043	HW BOOK FUND BALANCE	1,502.44	0.00	20.17	0.00	1,522.61
05 704 0044	WRESTLING MATMAIDS BALANCE	322.14	0.00	0.00	0.00	322.14
05 704 0045	CHEERLEADERS BALANCE	629.14	0.00	2,686.72	0.00	3,315.86
05 704 0046	CLASS OF 2023 BALANCE	957.95	0.00	0.00	0.00	957.95
05 704 0048	SPEECH CONTEST BALANCE	3,067.05	780.00	0.00	0.00	2,287.05
05 704 0049	DRAMA ACTIVITY BALANCE	2,667.35	0.00	0.00	0.00	2,667.35
05 704 0050	MS STUDENT COUNCIL BALANCE	10,102.11	658.40	787.31	0.00	10,231.02
05 704 0051	HS STUDENT COUNCIL BALANCE	2,429.08	0.00	0.00	0.00	2,429.08
05 704 0052	JOURNALISM BALANCE	11,504.28	0.00	355.00	0.00	11,859.28
05 704 0053	BIG MAC MATH BALANCE	3,378.08	0.00	0.00	0.00	3,378.08
05 704 0054	ART CLUB BALANCE	1,545.81	0.00	0.00	0.00	1,545.81
05 704 0055	CONSTRUCTION CLASS BALANCE	2.91	0.00	0.00	0.00	2.91
05 704 0056	NATIONAL HONOR SOCIETY BALANCE	(512.05)	0.00	125.00	0.00	(387.05)
05 704 0057	DISTRICT ACTIVITY FUND BALANCE	6,334.40	70.02	15,010.00	0.00	21,274.38
05 704 0058	HS BAND ACTIVITY BALANCE	729.25	0.00	358.93	0.00	1,088.18
05 704 0059	6TH GRADE BAND BALANCE	(985.68)	0.00	0.00	0.00	(985.68)
05 704 0060	HS BOOK SALES BALANCE	4,317.27	0.00	0.00	0.00	4,317.27
05 704 0061	HS SCIENCE GRANT BALANCE	2.02	0.00	0.00	0.00	2.02
05 704 0062	HS QUIZ BOWL BALANCE	(300.00)	0.00	0.00	0.00	(300.00)
05 704 0063	MS QUIZ BOWL BALANCE	100.00	0.00	0.00	0.00	100.00
05 704 0064	HS SCIENCE CLUB BALANCE	272.20	0.00	75.00	0.00	347.20
05 704 0065	HS COLOR GUARD BALANCE	(2,113.22)	0.00	1,985.14	0.00	(128.08)
05 704 0066	HS METALS BALANCE	64.82	0.00	40.00	0.00	104.82
05 704 0067	MS HOME EC. LAB BALANCE	50.03	0.00	0.00	0.00	50.03
05 704 0068	HS CONCESSIONS BALANCE	13,464.97	1,057.96	1,282.00	0.00	13,689.01
05 704 0069	PRECORDERS BALANCE	182.20	0.00	0.00	0.00	182.20
05 704 0070	VARSITY CLUB BALANCE	24,909.94	4,973.40	0.00	0.00	19,936.54
05 704 0071	WELLNESS BALANCE	6,483.43	0.00	0.00	0.00	6,483.43
05 704 0072	DRIVER EDUCATION BALANCE	19,980.17	0.00	600.00	0.00	20,580.17
05 704 0073	MS SHOP ACTIVITY BALANCE	1,728.55	215.09	0.00	0.00	1,513.46

**Activity Fund Balance Report - Summary - Exclude Encumbrances**

05/2024 - 05/2024

Regular; Beginning Month 05/2024; Processing Month 05/2024; Accounts to Include Accounts with Activity; Fund Balance Account 146 Records Selected; Fund Number 05

**Fund: 05      Activity Fund**

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0075	SPECIAL EQUIPMENT BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0077	HS GOLF FUNDRAISING	500.00	0.00	0.00	0.00	500.00
05 704 0078	HS WRESTLING FUNDRAISER	1,861.12	1,435.00	0.00	0.00	426.12
05 704 0079	HORTICULTURE BALANCE	603.27	0.00	0.00	0.00	603.27
05 704 0082	MS PRIDE BALANCE	(31.68)	50.00	265.00	0.00	183.32
05 704 0083	ATHLETIC TRAINER SUPPLIES BALANCE	(757.36)	0.00	0.00	0.00	(757.36)
05 704 0085	HW PURPLE JAM BALANCE	500.32	0.00	0.00	0.00	500.32
05 704 0086	SUMMER SB LEAGUE BALANCE	(16.75)	0.00	0.00	0.00	(16.75)
05 704 0087	HAYWARD FUNDRAISER BALANCE	3,398.62	1,327.60	1,301.50	0.00	3,372.52
05 704 0088	MS BOOK SALES BALANCE	(1,743.04)	0.00	34.00	0.00	(1,709.04)
05 704 0090	VOLLEYBALL CLUB BALANCE	5,268.64	320.00	200.00	0.00	5,148.64
05 704 0091	GIRLS SOCCER CLUB BALANCE	1,301.95	0.00	522.00	0.00	1,823.95
05 704 0092	CLASS OF 2024 BALANCE	689.28	0.00	0.00	0.00	689.28
05 704 0094	HS SHOP RESALE BALANCE	62.77	0.00	0.00	0.00	62.77
05 704 0095	HS ENGLISH BALANCE	291.86	0.00	0.00	0.00	291.86
05 704 0096	PIONEER PERKS BALANCE	585.13	0.00	0.00	0.00	585.13
05 704 0097	NS FUNDRAISER BALANCE	7,250.33	3,200.00	1,232.90	0.00	5,283.23
05 704 0098	BBB SUMMER LEAGUE BALANCE	4,971.36	192.60	0.00	0.00	4,778.76
05 704 0099	DISTRICT WELLNESS BALANCE	7,608.97	0.00	0.00	0.00	7,608.97
05 704 0100	HW DARE BALANCE	79.52	0.00	0.00	0.00	79.52
05 704 0101	PIONEER CROSS COUNTRY BALANCE	831.98	0.00	0.00	0.00	831.98
05 704 0103	DISTRICT II MUSIC CONTEST BALANCE	281.25	442.71	0.00	0.00	(161.46)
05 704 0104	HS SCIENCE SCHOLARSHIP BALANCE	351.51	0.00	0.00	0.00	351.51
05 704 0105	B&G SOCCER BALANCE	(7,235.52)	0.00	4,274.00	0.00	(2,961.52)
05 704 0106	BOYS TENNIS CLUB BALANCE	(219.34)	0.00	0.00	0.00	(219.34)
05 704 0107	GIRLS GOLF BALANCE	(1,253.04)	0.00	0.00	0.00	(1,253.04)
05 704 0108	EXPRESSIONS BALANCE	2,429.55	0.00	1,526.25	0.00	3,955.80
05 704 0109	FB JERSEYS BALANCE	60.83	0.00	0.00	0.00	60.83
05 704 0110	MS VOCAL BALANCE	190.00	0.00	0.00	0.00	190.00
05 704 0111	HS SPED BALANCE	1,089.87	0.00	0.00	0.00	1,089.87
05 704 0112	SUMMER GBB BALANCE	1,953.86	0.00	0.00	0.00	1,953.86
05 704 0115	GIRLS TENNIS CLUB BALANCE	(1,314.50)	491.46	559.75	0.00	(1,246.21)
05 704 0116	STUDENT FEE DONATION BALANCE	707.00	0.00	0.00	0.00	707.00
05 704 0117	BOYS SOCCER CLUB BALANCE	2,636.04	0.00	0.00	0.00	2,636.04
05 704 0118	Girls Wrestling Club Balance	15,204.85	0.00	0.00	0.00	15,204.85
05 704 0119	WASHINGTON TRIP BALANCE	789.49	0.00	0.00	0.00	789.49

**Activity Fund Balance Report - Summary - Exclude Encumbrances**

05/2024 - 05/2024

Regular; Beginning Month 05/2024; Processing Month 05/2024; Accounts to Include Accounts with Activity; Fund Balance Account 146 Records Selected; Fund Number 05

**Fund: 05 Activity Fund**

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0121	CLASS OF 2026 BALANCE	692.38	0.00	0.00	0.00	692.38
05 704 0123	SOFTBALL BALANCE	1,806.67	0.00	0.00	0.00	1,806.67
05 704 0124	CD/INTEREST BALANCE	(12,605.82)	0.00	417.07	0.00	(12,188.75)
05 704 0125	BASEBALL BALANCE	(8,496.24)	1,059.75	5,699.00	0.00	(3,856.99)
05 704 0126	MUSIC TRIP BALANCE	1,207.70	0.00	40.00	0.00	1,247.70
05 704 0127	HAL BALANCE	370.46	0.00	0.00	0.00	370.46
05 704 0128	BASEBALL CLUB BALANCE	849.55	0.00	0.00	0.00	849.55
05 704 0129	CAREER & HUMAN DEVELOPMENT BALANCE	2.00	0.00	0.00	0.00	2.00
05 704 0130	HS SOUND SYSTEM BALANCE	846.25	0.00	0.00	0.00	846.25
05 704 0131	SUMMER SCHOOL BALANCE	4,157.88	0.00	2,090.00	0.00	6,247.88
05 704 0132	HS ART FEES BALANCE	4,723.07	0.00	202.00	0.00	4,925.07
05 704 0133	HS SPANISH FEES BALANCE	274.72	0.00	0.00	0.00	274.72
05 704 0134	MS FCS BALANCE	796.47	0.00	0.00	0.00	796.47
05 704 0135	MS ART FEES BALANCE	3,265.86	0.00	0.00	0.00	3,265.86
05 704 0136	MS IT FEES BALANCE	5,218.82	0.00	0.00	0.00	5,218.82
05 704 0137	HS FOOD FEES BALANCE	1,219.82	0.00	782.00	0.00	2,001.82
05 704 0138	COLLEGE TUITION FEES BALANCE	735.17	0.00	0.00	0.00	735.17
05 704 0139	CONSUMER MATH SCHOLARSHIP BALANCE	1,654.00	0.00	0.00	0.00	1,654.00
05 704 0140	Education Quest	6,842.32	256.56	0.00	0.00	6,585.76
05 704 0141	CO BALANCE	16,006.18	68.76	1,650.34	0.00	17,587.76
05 704 0144	PIONEER PETE BALANCE	2,866.52	0.00	2,600.00	0.00	5,466.52
05 704 0145	HS TRACK CLUB BALANCE	469.28	0.00	40.00	0.00	509.28
05 704 0148	NAT'L JR. HONOR SOCIETY BALANCE	1,546.64	0.00	0.00	0.00	1,546.64
05 704 0150	MS VOLLEYBALL CLUB BALANCE	569.53	0.00	0.00	0.00	569.53
05 704 0152	ACTIVITY ADMIN. BALANCE	5,695.31	0.00	0.00	0.00	5,695.31
05 704 0153	ROBOTICS BALANCE	(3.64)	0.00	0.00	0.00	(3.64)
05 704 0154	DISTRICT VOLLEYBALL BALANCE	40.34	0.00	0.00	0.00	40.34
05 704 0155	MS ROBOTICS BALANCE	2,341.80	0.00	0.00	0.00	2,341.80
05 704 0157	TECHNOLOGY BALANCE	33,307.03	0.00	636.00	0.00	33,943.03
05 704 0158	MS LIFE SKILLS BALANCE	3,201.06	36.63	0.00	0.00	3,164.43
05 704 0159	CA CONSTRUCTION BALANCE	6,834.95	0.00	0.00	0.00	6,834.95
05 704 0160	CLASS OF 2025 BALANCE	(126.01)	21.88	0.00	0.00	(147.89)
05 704 0161	CA WELDING BALANCE	413.61	0.00	0.00	0.00	413.61
05 704 0162	CA-INFORMATION TECHNOLOGY BALANCE	600.59	0.00	0.00	0.00	600.59
05 704 0163	YOUTH TENNIS CLUB BALANCE	843.30	0.00	0.00	0.00	843.30
05 704 0164	JAG BALANCE	431.61	0.00	0.00	0.00	431.61

**Activity Fund Balance Report - Summary - Exclude Encumbrances**

05/2024 - 05/2024

Regular; Beginning Month 05/2024; Processing Month 05/2024; Accounts to Include Accounts with Activity; Fund Balance Account 146 Records Selected; Fund Number 05

**Fund: 05      Activity Fund**

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0165	ESPORTS BALANCE	909.59	0.00	0.00	0.00	909.59
05 704 0166	TURF AND DIRT BALANCE	0.00	0.00	650.00	0.00	650.00
Fund Total: 05		310,080.73	25,491.16	59,930.38	0.00	344,519.95



[1] these numbers here match column F in the 2022-2023 Data Enrollment sheet

		6/3/2024	<b>Board Meeting Mileage Sheet</b>								
DATE											
PURCHASED	YEAR	TRADE NAME	STYLE	NUMBER	BODY TYPE	CAPACITY	VEHICLE ID#	CYLINDERS	COST	LICENSE #	MILEAGE
11/19/2007	2007	FORD	VAN	WHITE	ECONOLINE	10	1FBNE31L27DA62220	8	19549	53028	200918
1/4/2008	2007	CHEVY	VAN	TAN	ES UPLANDER	7	GNDV23107D159355	6	15570	51495	180800
8/12/2008	2004	CHEVY	PICKUP	SILVER	HEAVY DUTY	6	1GCHK23G64F153924	8	14880	44965	211340
6/26/2018	2013	FORD	PICKUP	RED	F150	5	1FTFW1EF1DKF26059	8	21000	58436	141201
7/20/2009	2008	CHEVY	VAN	WHITE	UPLANDER LS	7	GNDV23118D104608	6	15926	55997	169018
7/22/2009	2008	CHEVY	VAN	RED	UPLANDER LS	7	GNDV23128D130117	6	15926	51678	193832
8/17/2009	2001	CHEVY	VAN	WHITE	EXPRESS	2	1GCHG35R111152386	6	9014	51494	112072
9/23/2009	2009	FORD	VAN	WHITE	ECONOLINE	10	1FBNE31LX9DA54328	6	22249	53021	87030
11/16/2011	2011	DODGE VAN	VAN	SILVER	GRAND CARAVAN	5	2D4RN3DG5BR626494	6	17500	56539	133299
11/16/2012	2011	DODGE VAN	VAN	SILVER	GRAND CARAVAN	5	2D4RN3DG9BR628362	6	17500	56540	178120
12/17/2021	2016	CHEVY	SPED BUS	YELLOW	MICRO BIRD	13	1GB3G3BG5F1127886	8		60892	79322
4/25/2022	2014	DODGE VAN	VAN	NAVY	GRAND CARAVAN	6	2C4RDGBG4ER353286	6		60384	89846
6/2022	2019	DODGE VAN (SPED)	VAN	WHITE	GRAND CARAVAN	6	2C4RDGBG6HR735999	6		60884	40669
5/2022	2013	CHEVY VAN	VAN	WHITE	EXPRESS	10	1GAWGPFA7D1176079	6		60382	36632
12/2022	2019	DODGE VAN (Activity)	VAN	WHITE	GRAND CARAVAN	6	2C4RDGEG1KR739509	6		60890	83155
11/1/2023	2021	NISSAN VAN	VAN	SILVER		10	5BZAF0AA8MN850607	6		60902	61926
11/2023	2023	CHEVY	TRUCK	WHITE	2500 HD	3	1GC0YLE70PF209343	8		60898	11702
12/2023	2023	FORD	VAN	WHITE	TRANSIT	10	1FBAX2C89PKB95953	8		62998	2704

**6001**  
**School Organization**

The school district shall be organized under a system whereby kindergarten through 5<sup>th</sup> grade shall be designated the elementary school, grades 6 through 8 shall be designated the middle school, and grades 9 through 12 shall be designated the high school.

Adopted on: December 21, 2016

Revised on:

Reviewed on: March 14, 2022

**6010**  
**Special Education**

All children with verified disabilities who are eligible for special education services are entitled to a free appropriate public education and an equal opportunity for education according to their needs. The district will follow state and federal law as well as the rules and protocols created by the Nebraska Department of Education and the United States Department of Education in identifying, evaluating, verifying and serving students who may be entitled to rehabilitation or special education services.

The school district shall provide special education and rehabilitative services only to children with verified disabilities and qualifying conditions.

Adopted on: December 21, 2016

Revised on:

Reviewed on: February 14, 2022

# Special Education Procedures (Updated February 2019)

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

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

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

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

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

### **Options (Rule 51 §**

The school district provides full educational opportunities to all children with

disabilities aged birth to 21. The school district does this, in part, by:

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

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and/or offer appropriate course offerings and other educational opportunities; Providing supplementary aids, services, and other effective supports determined appropriate and necessary by the child's IEP Team, to ensure that students have an equal opportunity to participate in academic, nonacademic, and extracurricular services and activities;

Collecting and examining data;

and

- Staff development activities

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

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

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

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

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

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

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

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

successful in school.

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

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

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

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

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

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

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

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

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

*Pre-Meeting Procedures.* Staff members may engage in activities such as researching placements and service options, preparing draft IEP documents, writing reports, creating charts, and comparing student makeup of various program settings prior to and in preparation for IEP team meetings. Actual IEP and placement decisions, however, will not be made until concerns and input of parents and other members of the IEP team are received and considered at an IEP meeting. Although staff members may consider possible service and placement options and form

opinions about them outside of an IEP meeting, no final decision will be made before full consideration of all data and input from all team members at an IEP team meeting. The school district has no policy of refusing to consider or use any particular service, program, or placement option.

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

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

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### Development of the IEP

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

- (i) The strengths of the child; (ii) The concerns of the parents for enhancing the education of their child; (iii) The results of the initial or most recent evaluation of the child; and
- (iv) The academic, developmental, and functional needs of the child. ***Consideration of special factors.*** The IEP Team will:
  - (i) In the case of a child whose behavior impedes the child's learning or that of others, consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior; (ii) In the case of a child with limited English proficiency, consider the language needs of the child as those needs relate to the child's IEP;
  - iii) In the case of a child who is blind or visually impaired, provide for instruction in Braille and the use of Braille unless the IEP Team determines, after an evaluation of the child's reading and writing skills, needs, and

appropriate reading and writing media (including an evaluation of the child's future needs for instruction in Braille or the use of Braille), that instruction in Braille or the use of Braille is not appropriate for the child;

(iv) Consider the communication needs of the child, and in the case of a child who is deaf or hard of hearing, consider the child's language and communication needs, opportunities for direct communications with peers and professional personnel in the child's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the child's language and communication mode; and

(v) Consider whether the child needs assistive technology devices and services.

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

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

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

*Agreement.*

- (i) In making changes to a child's IEP after the annual IEP Team meeting for a school year, the parent of a child with a disability and the school may agree not to convene an IEP Team meeting for the purposes of making those changes, and instead may develop a written document to amend or modify the child's current IEP. (ii) If such changes are made to the child's IEP, the school must ensure that the child's IEP Team is informed of those changes.

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

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

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

- (i) Reviews the child's IEP periodically, but not less than annually, to determine whether the annual goals for the child are being achieved; and (ii) Revises the IEP, as appropriate, to address -
- (A) Any lack of expected progress toward the annual goals described in 34 CFR § 300.320(a)(2), and in the general education curriculum, if appropriate; (B) The results of any reevaluation conducted under 34 CFR § 300.303; (C) Information about the child provided to, or by, the parents, as described under 34 CFR § 300.305(a)(2); (D) The child's anticipated needs; or
- (E) Other matters. *Consideration of special factors.* In conducting a review of the child's IEP, the IEP Team must consider the special factors described above. *Requirement with respect to regular education teacher.* A regular education teacher of the child, as a member of the IEP Team, must, consistent with the requirement above, participate in the review and revision of the IEP of the child.

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### Failure to meet transition objectives

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

Children with disabilities in adult prisons

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

- (i) The requirements contained in section 612(a)(16) of the Act and 34 CFR § 300.320(a)(6) (relating to participation of children with disabilities in general assessments). (ii) The requirements in 34 CFR § 300.320(b) (relating to transition planning and transition services) do not apply with respect to the children whose eligibility under Part B of the Act will end, because of their age, before they will be eligible to be released from prison based on consideration of their sentence and eligibility for early release.

*Modifications of IEP or placement.*

- (i) Subject to law, the IEP Team of a child with a disability who is convicted as an adult under State law and incarcerated in an adult prison may modify the child's IEP or placement if the State has demonstrated a bona fide security or compelling penological interest that cannot otherwise be accommodated. (ii) The requirements of 34 CFR §§ 300.320 (relating to IEPs), and 300.114 (relating to LRE), do not apply with respect to the modifications described in paragraph (d)(2)(i) of this section.

*Contracted Programs (Rule 51 § 013.02).*

The school district shall be responsible for the development and

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

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

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A copy of the IEP will be provided to the parent at no cost. If the IEP is amended, the parent will be provided with a revised copy of the IEP with the amendments incorporated upon request. *Distribution of IEP information to staff (Rule 51 § 007.02C, § 007.02D, and § 007.09E1).*

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

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

The school district will assure that, whenever possible, all students with disabilities are educated in the same manner and in the same environment as students without disabilities by using supplementary aids and services. A student with a

disability or disabilities will be removed from the regular educational environment and given special services and classes *only* when the nature of the disability does not allow for the satisfactory education of the student in regular classes .

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

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

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

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

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

(i) Whether the child is a child with a disability; and (ii) The content of the child's IEP, including information related to enabling the child to be involved in and progress in the general education curriculum (or for a preschool child, to participate in appropriate activities); (2) Not use any single measure or assessment as the sole criterion for determining whether a child is a child with a disability and for determining an appropriate educational program for the child; and (3) Use technically sound instruments that may assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors. *Other evaluation procedures.*

The school will ensure that:

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

(i) Are selected and administered so as not to be discriminatory on a racial or cultural basis; (ii) Are provided and administered in the child's native language or

her mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer; (iii) Are used for the purposes for which the assessments or measures are valid and reliable; (iv) Are administered by trained and knowledgeable personnel; and (v) Are administered in accordance with any instructions provided by the producer of the assessments.

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

(3) Assessments are selected and administered so as best to ensure that if an assessment is administered to a child with impaired sensory, manual, or speaking skills, the assessment results accurately reflect the child's aptitude or achievement level or whatever other factors the test purports to measure, rather than reflecting the child's impaired sensory, manual, or speaking skills (unless those skills are the factors that the test purports to measure). (4) The child is assessed in all areas related to the suspected disability, including, if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities; (5) Assessments of children with disabilities who transfer from one public school to another public school in the same school year are coordinated with those children's prior and subsequent schools, as necessary and as expeditiously as possible, consistent with law, to ensure prompt completion of full evaluations. (6) In evaluating each child with a disability under 34 CFR §§ 300.304 through 300.306, the evaluation is sufficiently comprehensive to identify all of the child's special education and related services needs, whether or not commonly linked to the disability category in which the child has been classified.

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

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

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

a) the student is a student with a disability or continues to be a

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

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

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

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

- (1) A description of the extent that the notice is given in the native languages of the various population groups in the district; (2) A description of the children on whom personally identifiable information is maintained, the types of information sought, the methods the district intends to use in gathering the information (including the sources from whom information is gathered), and the uses to be made of the information; (3) A summary of the policies and procedures that the

school will follow regarding storage, disclosure to third parties, retention, and destruction of personally identifiable information; and (4) A description of all of the rights of parents and children regarding this information, including the rights under FERPA and implementing regulations in 34 CFR part 99. Before any major identification, location, or evaluation activity, the notice must be published or announced in newspapers or other media, or both, with circulation adequate to notify parents throughout the district of the activity. *Access rights.* The school will permit parents to inspect and review any education records relating to their children that are collected, maintained, or used by the school. The school will comply with a request without unnecessary delay and before any meeting regarding an IEP, or any hearing pursuant to law, or resolution session pursuant

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

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

- (1) The right to a response from the school to reasonable requests for explanations and interpretations of the records; (2) The right to request that the school provide copies of the records containing the information if failure to provide those copies would effectively prevent the parent from exercising the right to inspect and review the records; and (3) The right to have a representative of the parent inspect and review the records. The school may presume that the parent has authority to inspect and review records relating to his or her child unless the school has been advised that the parent does not have the authority under applicable State law governing such matters as guardianship, separation, and divorce.

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

purpose for which the party is authorized to use the records. *Records on more than one child.* If any education record includes information on more than one child, the parents of those children have the right to inspect and review only the information relating to their child or to be informed of that specific information. *List of types and locations of information.* Each participating school must provide parents on request a list of the types and locations of education records collected, maintained, or used by the school.

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

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

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

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

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

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

or other rights of the child.

*Result of hearing.* If, as a result of the hearing, the school decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the child, it must amend the information accordingly and so inform the parent in writing. If, as a result of the hearing, the school decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child, it must inform the parent of the parent's right to place in the records the school maintains on the child a statement commenting on the information or setting forth any reasons for disagreeing with the decision of the school. Any explanation placed in the records of the child under this section must:

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

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

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

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

- (1) Except as provided in paragraphs (2) and (3) of this section, parental consent is not required before personally identifiable information is

released to officials of participating agencies for purposes of meeting a requirement of this part. (2) Parental consent, or the consent of an eligible child who has reached the age of majority under State law, must be obtained before personally identifiable information is released to officials of participating agencies providing or paying for transition services in accordance with § 300.321(b)(3). (3) If a child is enrolled, or is going to enroll in a private school that is not located in the school district of the parent's residence, parental consent must be obtained before any personally identifiable information about the child is released between officials in the school district where the private school is located and officials in

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

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

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

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

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

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

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

### **Children Placed In or Referred to a Nonpublic School or Facility by the**

**School District or Approved Cooperative As a Means of Providing Special Education and Related Services (Rule 51 § 015.01; 34 CFR § 300.129)**

tiver as a means of providing

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

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

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

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

reimbursement, are subject to the due process procedures of Rule 55 of the Nebraska Department of Education .

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

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

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

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

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

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

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

2)

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

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

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

on the assessment of nondisabled children and/or as required by Rule 51.

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

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

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

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

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

The school district shall take affirmative steps to prevent the inappropriate overidentification or disproportionate representation and ethnicity of children as children with disabilities, including children with disabilities with a particular

impairment described in 34 C.F.R. 8300.8. These steps shall include, but not necessarily be limited

to:

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

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

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The identification of children with disabilities, including the identification of children as children with disabilities in accordance with a particular impairment described in 34 C.F.R. 8300.8;

The placement in particular educational settings of these children; and The incidence, duration, and type of disciplinary actions, including suspensions and expulsions.

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

**Prohibition on Mandatory Medication (34 CFR S 300.174**

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

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

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

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

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

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

### **Informed Parental Consent (Rule 51 5 009.08)**

The school district will obtain informed parental consent before:

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

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

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

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

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

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

The school district shall ensure that the rights of students with disabilities are protected by informing the members of the student's IEP team whenever (1) a parent cannot be identified, (2) a parent(s), legal guardian or individual acting *in loco parentis* for the student cannot be located, (3) the child is an unaccompanied homeless youth, or (4) the child is a ward of the State or

court. The team will then hold a meeting to discuss and consider whether the school district must appoint a surrogate to participate on the IEP team and fulfill the role of the student's parent. Surrogate parents shall only be appointed when

wed by Rule 51 or IDEA. If the district identifies students who may be in need of a surrogate parent, the district will:

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Attempt to identify and locate the parent; Investigate the legal status of those student(s); and If after a reasonable effort, the parents cannot be located, the school district shall ensure that the rights of students with disabilities are protected by appointing a surrogate.

**Surrogates will be provided sufficient training to**

**assure they are** knowledgeable as to the legal rights and educational needs of the student they are to represent. Training will be conducted. Surrogates will be appointed by the director of special education following documentation that no conflict of interest exists and completion of appropriate training or assurance that the surrogate is knowledgeable in order to represent the student. Surrogates will be monitored on a regular basis to ensure effective performance.

Should a surrogate be unable or unwilling to discharge his or her duties, a new surrogate will be appointed by the director. The surrogate parent shall continue to represent the student until one of the following occurs:

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The student is determined to no longer be eligible for, or in need of, special education or related services except when termination from such programs is being contested; The parent, who was previously unknown, or whose whereabouts were previously unknown or a guardian or person acting as the student's parents becomes known; and/or, It is determined that the appointed surrogate parent no longer adequately represents the student. The surrogate parent's term has expired.

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## **6013**

### **Teaching Controversial Issues**

The ability to discuss, listen, and dissent are essential elements of responsible citizenship. The school district encourages students to develop skills in analyzing issues, respecting the opinion of others, distinguishing between fact and opinion, considering all pertinent factors in reaching decisions, and arriving at group decisions.

Teachers may teach or lead discussions about controversial issues if they comply with the criteria contained in this policy. Controversial issues may be questions, subjects, or problems which can create a difference of opinion. They can include issues which may have political, social, environmental, or personal impacts on pupils and/or the wider community: locally, nationally or internationally. Often they have no easy answer, in part, because solutions may be based on an individual's personal values and beliefs.

1. The issues discussed must be relevant to the curriculum and be part of a planned educational program.
2. Students must have free access to appropriate materials and information for analysis and evaluation of the issues.
3. The teacher must encourage students to consider and discuss a variety of viewpoints.
4. The topic and materials used must be within the range, knowledge, maturity, and competence of the students.
5. The teacher must inform parents and the building principal before discussing sensitive or controversial issues.
6. The teacher must keep detailed, documentary evidence to prove that both sides and/or all facts available were presented.
7. Teachers must refrain from advocating partisan causes, sectarian religious views, or selfish propaganda of any kind through any classroom or a school device. However, a teacher shall not be prohibited from expressing a personal opinion as long as the student is encouraged to reach his/her own decision independently.

Teachers who are unsure of their obligations under this policy must confer with their principal prior to discussing controversial issues in the classroom.

Adopted on: December 21, 2016

Revised on: February 14, 2022

Reviewed on:

## **6038 Artificial Intelligence**

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

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

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

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

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

Adopted on: August 14, 2023

Revised on:

Reviewed on:

**4070.R1  
EARLY VOLUNTARY SEPARATION PROGRAM  
APPLICATION AND AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
between Nebraska City Public Schools (School District) and  
\_\_\_\_\_ (Certificated Teacher).

**RECITALS**

1. The School District has established an Early Voluntary Separation Program (hereinafter referred to as the "Program") for the purpose of rewarding eligible certificated teachers employees who are considering early separation or retirement in their employment plans;
2. Certificated Teacher desires to participate voluntarily in the Program;
3. Certificated Teacher has a full-time equivalency of 1.0 for the current school year;
4. Certificated Teacher has completed at least 20 consecutive years of credited service in the employment of the School District;
5. Certificated Teacher is now 55 years of age or will be prior to August 31st after the school year of application (i.e. August 31, 2020 of the 2019-20 school year); and
6. Certificated Teacher has met all other eligibility and all other requirements for the Program pursuant to policy 4070-Early Voluntary Separation Program.

**TERMS OF AGREEMENT**

The parties, in consideration of the mutual covenants and stipulations set forth above, hereby agree as follows:

**1. INCORPORATION OF BOARD POLICY:** This Agreement is made pursuant to policy 4070-Early Voluntary Separation Program of the Board of Education. The provisions of that policy existing at the time this Agreement is signed are incorporated by this reference and made a part of this Agreement.

**2. CERTIFICATED TEACHER RESIGNATION:** Subject only to the Board of Education's approval of the **Certificated** Teacher's application to participate in the Program, the **Certificated** Teacher voluntarily, unconditionally, and irrevocably (1) resigns his/her teaching position with the School District effective at the end of the current school year; (2) waives any and all further notice or action by the Board of Education to terminate the **Certificated** Teacher's continuing contract; and (3) waives any and all rights the **Certificated** Teacher may have under NEB. REV. STAT. §79-824 to §842, as those statutes now exist or as they may be amended. The **Certificated** Teacher further authorizes the Board of Education to advertise for and contract with a replacement certificated employee for the **Certificated** Teacher's position for the next school year. Approval of this Agreement by the Board of Education shall constitute an acceptance of the **Certificated** Teacher's resignation. The **Certificated** Teacher agrees that he/she may not be eligible for part-time or full-time employment at the School District if the Board approves **Certificated** Teacher's application to participate in the Program. While the School District may decide to employ the **Certificated** Teacher in some capacity after retirement, the **Certificated** Teacher agrees that the School District has no obligation to rehire the **Certificated** Teacher in any capacity at the School District. NOTE: Returning to work anywhere that participates in the Nebraska Public Employees' Retirement System (NPERS) within 180 days of your retirement may impact your ability to receive payments through NPERS. Please contact NPERS for further information.

**3. BENEFITS:** In consideration for the **Certificated** Teacher's resignation set forth in paragraph 2 above, the **Certificated** Teacher shall receive the following benefits:

(a) **TOTAL AMOUNT OF BENEFITS:** \$35,000.

(b) **PAYMENT OF BENEFITS:** All payments must be paid within five years after the voluntary termination of employment or prior to the employee becoming eligible for Medicare, whichever occurs first. With this understanding, payments shall be made as follows:

Installment 1: \$17,500

Installment 2: \$17,500

The School District shall pay the first installment in September of the calendar year in which the **Certificated** Teacher resigns, and the second installment shall be paid in September of the following year. The District will pay the benefit to a non-elective 403(b) fixed annuity.

**5. BENEFICIARY DESIGNATION:** In the event of the **Certificated** Teacher's death after the effective date of resignation, any sum of money

otherwise due to the **Certificated** Teacher under the terms of this Agreement will be paid to the following designated beneficiary pursuant to the provisions of this Agreement.

Beneficiary: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Social Security Number: \_\_\_\_\_

**6. TAX CONSEQUENCES:** Payments provided for under the Program have been determined to be taxable income for state and federal income tax purposes, will be treated as such, and will be reported as taxable retirement pay. The social security percentage and any other required state and federal withholdings will be subtracted from each payment to the participant in the Program.

**7. CERTIFICATED TEACHER'S VOLUNTARY ACT.** The **Certificated** Teacher acknowledges that he/she has had twenty-one (21) or more days to consider the ramifications of participation in the Program or hereby waives the same; that his/her participation in the Program is voluntary; and that he/she was not coerced in any manner to participate in the Program. The **Certificated** Teacher acknowledges having been advised in writing by this Agreement to consult an attorney regarding his/her participation in the Program and execution of this Agreement.

**8. WAIVER AND RELEASE OF CLAIMS:** In consideration of the promises and payments specified in this Agreement, **Certificated** Teacher releases the School District and its officers, board members, administrators, employees, agents, representatives, successors, and assigns from all claims, demands, and actions, past or present, known or unknown, arising out of and/or related in any way, either directly or indirectly, to his or her employment with the School District, the termination of his or her employment, and/or any actions or occurrences taking place up to and including the date of execution of this Agreement, including but not limited to claims or rights under the Nebraska Wage Payment and Collection Act, Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Civil Rights Act of 1866 and 1871, or any other Civil Rights Acts as amended, claims or rights under 42 U.S.C. § 1981, through and including 42 U.S.C. § 1988, the Americans with Disabilities Act, § 504 of the Rehabilitation Act, the Family Medical Leave Act of 1993, the Nebraska Act Prohibiting Unjust Discrimination Because of Age, all claims or rights relating to discrimination on the basis of age, race, color, religion, sex,

disability, handicap, or national origin before the federal Equal Employment Opportunity Commission, the Nebraska Equal Opportunity Commission, and any state or federal court under any state or federal constitution, law, rule, or regulation, or claims or rights of whatever nature arising under any other state, federal, or local constitution, executive order, statute, regulation, or ordinance arising from his or her employment or contractual relations with the School District or his or her resignation of employment. **Certificated** Teacher represents that no claims have now been filed against the School District. **Certificated** Teacher acknowledges that nothing in this agreement prohibits Employees from filing a Complaint with the Equal Employment Opportunity Commission or any other similar state agency, the Occupational Safety and Health Administration, the Secretary of Labor or otherwise participating in matters pending before those agencies. However, in the event **Certificated** Teacher files such a charge or complaint, he or she shall be entitled to no relief, no reinstatement, no remuneration, no damages, no back pay, no front pay and no compensation whatsoever from the School District as a result of such charge or complaint, since **Certificated** Teacher has released and extinguished any right to such relief under this agreement. **Certificated** Teacher also releases all contract, tort, and common law claims, and claims for attorney's fees, costs and expenses. **Certificated** Teacher covenants not to institute any complaints or proceedings against the School District or any of the above-mentioned persons in the future with respect to any of the claims, demands, causes of action, or rights hereby released.

The **Certificated** Teacher understands and acknowledges that, by giving up claims against the School District, he/she also gives up any claims that he/she may have against its predecessors, successors, subsidiaries, and affiliates, and any and all officers, directors, employees, and agents of the School District arising out of any actions, conduct, decisions, behavior, omissions, or events occurring up to the date hereof. Such waiver and release of claims does not cover rights or claims arising after the date of the execution of this contract. This Waiver and Release is given in exchange for consideration in addition to what the **Certificated** Teacher is already entitled to receive from the School District. The **Certificated** Teacher acknowledges having been advised in writing to consult with an attorney before signing this Voluntary Early Retirement Incentive Program Agreement. The **Certificated** Teacher further acknowledges having had sufficient time to decide whether or not to execute this Agreement, including the Waiver and Release of Claims.

**9. REVOCATION AND CANCELLATION OF AGREEMENT:** The **Certificated** Teacher may revoke this Agreement for a period of seven (7) days following its execution. In order to revoke the Agreement, the **Certificated** Teacher must submit a written statement to the Superintendent indicating that he/she is exercising his/her right to cancel the Agreement.

This Agreement shall not become effective or enforceable until the revocation period has expired.

**[The Next Page is the Signature Page]**



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Notary Public

**4070**  
**EARLY VOLUNTARY SEPARATION PROGRAM**

**A. PURPOSE**

The Early Voluntary Separation Program ("Program") is intended to benefit qualified certificated **employees teachers** who are considering retirement. The Program's objectives include, but are not limited to, the following:

1. Offering financial incentives which will assist long-term **employees teachers** who are considering retirement;
2. Reducing costs to the school district by replacing maximum salaried **employees teachers** with lesser salaried **employees teachers**; and
3. Providing a balance of **employees teacher** experience.

**B. QUALIFICATIONS**

**1. Certificated Teachers Employee.** To participate in the Program, a person must be a **certificated teacher** ~~certificated by the Nebraska Department of Education~~, be employed by the School District in a capacity which requires such certification, and meet eligibility requirements as set forth in this section. **Administrators are not eligible for the Program. For the purposes of this policy, certificated teacher means a certificated employee who is regularly employed for the instruction of pupils in the school district. Certificated teachers include classroom teachers, guidance counselors, media specialists, school psychologists, therapists and speech pathologists. For the purposes of this policy, administrator means any certificated employee such as the superintendent, assistant superintendent, principal, assistant principal, school nurse, or other supervisory or administrative personnel who do not have as a primary duty the instruction of pupils in the school district.**

**2. Full-Time Equivalency.** Certificated **employees teachers** who are employed 1.0 full-time equivalency (FTE) in a **teaching employment** position that requires a certificate from the Nebraska Department of Education may participate in the Program.

**3. Minimum Age and Years of Service.** To be eligible for this Program, a certificated **teacher employee** must: (a) be fifty-five (55) years of age on or before August 31<sup>st</sup> after the school year of application; (b) have completed twenty (20) total years of continuous, credited service in the employment of the School District; (c) be within the first four (4) years of eligibility based on the age and years of service requirements (see Section H);

and (d) meet any other criteria established by the board of education at the regular December meeting. Credited service shall be defined as continuous employment with the school district as a 1.0 FTE certificated ~~employee~~ teacher through the employee's last year of service ~~in an employment~~ in a teaching position that requires a certificate from the Nebraska Department of Education. Board-approved leave for military service, for a sabbatical or for a leave of absence, or any leave required to be granted according to law, shall not be included as credited years of service. In determining years of credited service with the district for the purpose of meeting the eligibility requirement of twenty (20) total years of service, less than full-time employment would reduce the ~~employee's~~ teacher's full-time equivalent employment for a school year.

### C. ENROLLMENT REQUIREMENTS

**1. Resignation.** Participants in the Program will resign their positions with the school district effective at the close of the school year in consideration for the benefits outlined in Section D below.

**2. Application.** ~~An employee~~ A certificated teacher must submit a signed Application and Agreement form to the board of education on or before February 1<sup>st</sup> of the ~~employee's~~ certificated teacher's last intended school year of employment. The superintendent shall review the ~~employee's~~ certificated teacher's record to determine whether the ~~employee's~~ certificated teacher is eligible for the Program. The Board will notify the applicant on or before March 20<sup>th</sup> of its action on his or her application.

**3. Employee's Certificated Teacher's Ineligibility.** A ~~employee's~~ certificated teacher who has received written notice of possible contract termination or cancellation shall not be eligible to participate in this Program unless (1) the notice of termination or cancellation is withdrawn by the administration, or (2) after a hearing before the board of education, the board determines that said ~~employee's~~ certificated teacher's employment should not be canceled or terminated. ~~Employee's~~ Certificated teacher's who are receiving or who have applied to receive long-term disability benefits are also not eligible to participate in the Program.

### D. BENEFITS

**1. Calculation of Benefits:** The total benefit to be paid under this Program shall not exceed \$35,000.

**2. Payment of Benefit.** The benefit shall be paid in two (2) equal payments unless Medicare eligibility requires an accelerated payment. The first payment shall be made in September of the calendar year of the certificated teacher's resignation, with the remaining payments made in

September of the following calendar year. The District will pay the benefit to a non-elective 403(b) fixed annuity. All payments shall be paid within five years after the voluntary termination of employment or prior to the **employee certificated teacher** becoming eligible for Medicare, whichever occurs first.

**3. Limitation on Payment.** The board of education shall, in its sole and unfettered discretion, determine whether to budget and fund any Early Voluntary Separation Program payments in a particular year, and shall determine the total amount of such payments, if any, that will be made available for such payments.

**4. Source of Funds.** The school district shall pay the entire cost of the plan.

**5. Administration of Program.** This Program shall be administered by the board of education by and through the administration of the school district.

**6. Beneficiary Designation.** In order for the application to be considered complete, a beneficiary must be designated.

**7. Income Tax Consequences.** Payments pursuant to this plan have been determined to be taxable income for state and federal income tax purposes, and will be treated as such. The school district will withhold such sums as are required by law, and payments will be reported as a taxable income.

**8. COBRA Rights.** A separating **employee's certificated teacher** will have the opportunity to continue health insurance benefits as may be permitted by the provisions of the Comprehensive Omnibus Budget Reconciliation Act or other applicable law. The **employee certificated teacher** shall be responsible for any payments required to participate in the COBRA program.

## **E. ADMINISTRATION OF PROGRAM**

**Application and Waiver.** An **employee's certificated teacher's** who elects to participate in the Program, and the school district, through its board of education, shall execute the Application and Agreement, Exhibit "A" attached hereto. That Application and Agreement shall inform the **employee certificated teacher** that the Voluntary Separation Program is totally voluntary in nature and provides each **employee certificated teacher** at least twenty-one (21) days to consider the ramifications of participation in the Program before making a decision. An **employee certificated teacher** may waive the twenty-one (21) day consideration period. The Application and Agreement shall also include a

specific Waiver and Release of Claims of the participants' rights under the Age Discrimination and Employment Act (ADEA), 29 USC § 621-63 and the Act Prohibiting Unjust Discrimination in Employment Because of Age, NEB. REV. STAT. § 48-1001 **et seq.**, the Employee Separation Income Security Act of 1974 (ERISA), 29 USC § 1001 **et seq.**, and all other state and federal constitutions, statutes and regulations that relate to the validity of the Program, and allows the employee to revoke the Release or Waiver at any time within seven (7) days after submitting the Application and Agreement, and advises the employee to consult with an attorney before signing the Application and Agreement.

A **employee certificated teacher** who submits an application to participate in the Program may withdraw the application within seven (7) days after submitting it, but not afterward without the written consent of the board of education. Each application will be reviewed on an individual basis. The board shall, in its sole discretion, determine the number of applications to be approved in any given year. If the Board receives more applications for voluntary separation than it approves, the Board shall approve the applications as follows:

- a. The Board will approve the application of the **employee certificated teacher** whose salary is higher, ~~as determined by the employee's placement on the salary schedule index (excluding all unit pay).~~
- b. If the salaries of those involved are exactly the same, the Board will approve the application of the **employee certificated teacher** who first signed and returned his or her employment contract for the then current contract year.
- c. If the salaries and signing dates of those involved are exactly the same, the Board will approve the application of the **employee certificated teacher** which was submitted earlier.

A **employee's certificated teacher's** application to participate in the Program is in itself not a resignation of a contract with the School District. However, the Board's approval of an **employee's certificated teacher's** application will be considered the approval of the **employee's certificated teacher's** voluntary resignation and termination of the **employee's certificated teacher's** continuing contract. If the Board does not approve an **employee's certificated teacher's** application, the **employee's certificated teacher's** contract will continue in effect, and the **employee's certificated teacher** will remain an employee by the School District unless he or she otherwise resigns or his or her contract is terminated for just cause.

## **F. TERM OF PROGRAM**

This policy shall generally be reviewed annually and its availability terminated at any time at the Board's sole discretion. The Board will generally determine no later than its regular December meeting the number of early retirement applications that will be accepted in the then current school year and any other eligibility limitations or requirements (such as building or department requirements). In the event that no such determination is made, the program will not be available for that school year. This Program shall be offered only to eligible **employee's certificated teacher's** as defined herein, who satisfy the Program requirements prior to the applicable deadline, and who submit an Application and Agreement prior to the applicable deadline.

## **G. LIMITATIONS OF APPLICATIONS**

The Board reserves the right to limit the number of voluntary separation applications granted during any single school year if the number of requests results in separation payments that exceed budget constraints and/or if multiple requests from **employee's certificated teacher's** within a single department could, in the opinion of the school administration, result in the excessive loss of continuity of instruction and effectiveness of that department. If multiple **employee's certificated teachers** from the same department submit requests in the same school year, the priority of applicants granted will be determined in accordance with paragraph E.

## **H. ELIGIBILITY WINDOW**

The "eligibility window" requirement shall be administered as follows:

- For the program approved by the Board of Education on December 14, 2020 meeting: **Certificated** teachers who are employed by the school district as of the date of program approval, who are at least 55 years of age on or before August 31, 2021, and who have 20 years of continuous, credited service (or will have upon the completion of the 2020-21 school year), and meet all other eligibility or other requirements of the program shall be eligible to apply for the Program until February 1, 2024.
- For the program approved by the Board of Education on December 13, 2021 meeting: **Certificated** teachers who are employed by the school district as of the date of program approval, who are at least 55 years of age on or before August 31, 2022, and who have 20 years of continuous, credited service (or will have upon the completion of the 2021-22 school

year), and meet all other eligibility or other requirements of the program shall be eligible to apply for the Program until February 1, 2025.

- For the program approved by the Board of Education on December 12, 2022 meeting: **Certificated** teachers who are employed by the school district as of the date of program approval, who are at least 55 years of age on or before August 31, 2023, and who have 20 years of continuous, credited service (or will have upon the completion of the 2022-23 school year), and meet all other eligibility or other requirements of the program shall be eligible to apply for the Program until February 1, 2026.
- For the program approved by the Board of Education on December 11, 2023 meeting: **Certificated** teachers who are employed by the school district as of the date of program approval, who are at least 55 years of age on or before August 31, 2024, and who have 20 years of continuous, credited service (or will have upon the completion of the 2023-24 school year), and meet all other eligibility or other requirements of the program shall be eligible to apply for the Program until February 1, 2027.

## **I. MODIFY OR SUSPEND**

The Board of Education reserves the right to modify the various requirements, provisions, definitions, conditions, limitations, and benefits associated with this Program, or to suspend the Program. Separated **certificated teachers employees** participating in the Program will be governed by the requirements, provisions, definitions, conditions, limitations, and benefits of the Program that exist at the time of their approval by the Board to participate in the Program.

Approved: December 9, 2019

Reviewed:

Revised: December 14, 2020; December 13, 2021; December 12, 2022; December 11, 2023; June 10, 2024

## **6004 Curriculum Development**

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

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

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

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

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

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

### **Curriculum and Textbook Adoption Schedule**

The District will review curriculum and adopt associated **curricular resources** **textbooks** on the following schedule.

School Year	English Language Arts	Mathematics	Science	Social Science	CPF/Computer Science	Fine Arts & Music	PE/Health
23-24		K-5 Implementation 6-12 Review & Adoption	K-5 Implementation		Review		
24-25	K-12 Review	6-12 Implementation	6-12 Review & Adoption		Adoption		
25-26	K-12 Adoption		6-12 Implementation	K-12 Review	Implementation		
26-27	K-12 Implementation			K-12 Adoption		Review	
27-28				K-12 Implementation		Adoption	Review
28-29		K-5 Review	K-5 Review			Implementation	Adoption
29-30		K-5 Adoption	K-5 Adoption				Implementation

Review = Adoption Process

Adoption = Year of ~~Purchase~~ Approval

Implementation = First Year of Use

Adopted on: December 21, 2016

Revised on: February 14, 2022; July 10, 2023; June 10, 2024

Reviewed on:

## **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 published in a newspaper of general circulation within the district and, if available, on the newspaper's website. Newspapers of general circulation in the district include, but are not necessarily limited to, the Nebraska City News Press or the Omaha World-Herald. 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 on the school district's website, posting in three prominent places within the school district, or by any other appropriate method designated by the board.

**In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the school district will (1) post the notice on its website, if available, and (2) post the notice in a conspicuous public place in the school district's jurisdiction. The school district will keep a written record of the posting.**

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 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. Notice of the date, time, and location of the postponed meeting will be advertised as required in the "Notice" section above.

### 4. Minutes

- a. The board shall keep minutes of all meetings showing the time, place, members present and absent, the method(s) and date(s) of the meeting notice, 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 shall be published on the school district's website within ten working days of the last meeting or prior to the next convened meeting, whichever occurs earlier. The minutes shall be available on the website for at least six months.

Adopted on: November 14, 2016

Revised on: July 10, 2017; November 9, 2020; June 13, 2022; **June 10, 2024**

Reviewed on:

## **2009 Public Participation at Board Meetings**

The board of education shall conduct its meetings in accordance with the Nebraska Open Meetings Act.

The board shall make reasonable efforts to accommodate the public's right to hear the discussions and testimony presented at its meetings. The board shall make available at the meeting, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed in open session of the meeting.

~~The board is not required to allow citizens to speak at each meeting, but it will provide the opportunity for public participation at least four times per year.~~ Except for closed sessions, the board will allow members of the public an opportunity to speak at each meeting. The board may make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, photographing, or recording its meetings.

The board shall not require members of the public to identify themselves as a condition for admission to the meeting, nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. However, the board shall require members of the public desiring to address the board to identify themselves, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

Adopted on: November 14, 2016

Revised on: December 13, 2021; June 10, 2024

Reviewed on: July 12, 2021; March 11, 2024

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

**I. Applicability of the Policy**

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

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$109,000, the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. §§ 13-2901 through 13-2914), energy financing contracts (NEB. REV. STAT. §§ 66-1062 through 66-1066), other applicable state laws, and the board's general policy on Bidding for Construction and Related Projects. In addition, all procurement and construction shall comply with the rules and requirements of 2 CFR part 200.317 through 200.326 and 34 CFR sections 75.601 through 75.615. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

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

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

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

A. Methods of Bidding/Soliciting Quotations or Estimates

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

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

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

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

policy on purchasing.

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

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

B. Construction Projects with an estimated cost of between \$109,000 and \$249,999 will be made pursuant to the District's Policy on Bid Letting and Contracts.

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

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

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

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publicly advertised;
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. Sealed bids will be publicly opened in a place and at the specific time stated in the bid solicitation. Bidders shall be

notified of the opening and invited to be present.

4. The contract will be awarded to the lowest responsive and responsible bidder.

a) Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.

b) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.

c) Any or all bids may be rejected if there is a sound documented reason.

5. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

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

#### B. Advertising for Bids.

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

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

#### C. Bid Documents

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

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

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

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

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

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

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

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

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

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

### **A. Required Terms**

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. This includes a "Buy American" provision that provides that as

appropriate and to the extent consistent with law, the District and contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of the Buy American provision must be included in all subawards including all contracts and purchase orders for work or products under this award.

#### B. Contracting with Certain Vendors

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

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

#### C. Full and Open Competition

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

#### D. Debarment and Suspension

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

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

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

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

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

#### F. Record Keeping

##### 1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.
  
- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition

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

- c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.
2. Maintenance of Construction Records for Projects Financed with Federal Funds
- a) The District must maintain records sufficient to detail the history of all construction projects financed with federal funds. These records will include, but are not necessarily limited to the following: rationale for the method of construction, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
  - b) Retention of construction records shall be in accordance with applicable law and Board policy.

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

- A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.
- B. Contracts covered by this policy are subject to the following additional provisions.
  - 1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.
  - 2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or

other interest in or a tangible personal benefit from a firm considered for a contract.

3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

#### C. Favors and Gifts

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

#### D. Enforcement

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

## VII. Financial Management

### A. Identification.

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

### B. Financial Reporting

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

### **C. Accounting Records**

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

### **D. Internal Controls**

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

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

### **E. Budget Control**

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

### **F. Payment Methods**

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

payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

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

#### **G. Allowability of Costs**

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

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

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

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

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method,

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

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

#### **I. Cost Sharing or Matching**

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

- (1) Are verifiable from the non-Federal entity's records;
- (2) Are not included as contributions for any other Federal award;
- (3) Are necessary and reasonable for accomplishment of project or program objectives;
- (4) Are allowable under subpart E (Cost Principles) of this part;
- (5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such

program can be applied to matching or cost sharing requirements of other Federal programs;  
(6) Are provided for in the approved budget when required by the Federal awarding agency; and  
(7) Conform to other provisions of this part, as applicable.

#### C. Documentation of Personnel Expenses

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

### **VIII. Other Contract Matters.**

#### **A. Required Terms**

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

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

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

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

#### **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: November 14, 2016

Revised on: August 13, 2021; June 10, 2019; September 13, 2021,  
June 13, 2022; July 10, 2023; **June 10, 2024**

Reviewed on:

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

- **I. Applicability of Policy**

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

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

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

- **II. Procurement System**

The District maintains the following purchasing procedures.

- **A. Responsibility for Purchasing**

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

authorized by this policy will be the responsibility of the person making the commitment.

○ **B. Methods of Purchasing**

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

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

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

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

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

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

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

- a) Sealed Bids (Formal Advertising)

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

- b) Contract/Price Analysis

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

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

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- 1) The procurement transaction can only be fulfilled by ~~item is available only from~~ a single source;

- 2) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;

- 3) The federal awarding agency or pass-through entity expressly authorizes written approval of noncompetitive proposals in response to a written request from the District; or

- 4) After solicitation of a number of sources, competition is determined inadequate.

- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.

- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$250,000.

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■ 5. Competitive Proposals.

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

- 1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

- 2) Proposals must be solicited from an adequate number of qualified sources; and

- 3) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

- b) The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used to procure in procurement of A/E professional services. ~~It cannot~~ The method may not be used to purchase other types of services provided by though A/E firms are a potential source to perform the proposed effort.

- c) The District may select a proposal that offers the best value and that is based upon the proposer's responsiveness to the proposal, experience, reputation, staff qualifications, ability and capacity to carry on the work, price, honesty, integrity, skills, business judgment, financial stability, past performance, and other relevant factors. The evaluation may be conducted by the school board, a designated committee, or another designee of the school board.

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

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

- **D. Federal Procurement System Standards**

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

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

- **E. Debarment and Suspension**

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

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

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

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

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

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

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

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

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

- 2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

- 3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

- **C. Favors and Gifts**

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

- **D. Enforcement**

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

- **IV. Property Management Systems**

- **A. Property Classifications**

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

and a per-unit acquisition cost ~~that~~ ~~which~~ equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or ~~\$5,000~~ \$10,000.

2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.

3. Computing Devices means machines ~~used to~~ ~~that~~ acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.

■ 4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:

- a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and

- b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

○ **B. Inventory Procedure**

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

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

○ **C. Inventory Records**

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

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

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

○ **D. Physical Inventory**

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

○ **E. Maintenance**

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

- **F. Lost or Stolen Items**

The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property. **The District will notify the Federal agency or pass-through entity of any loss, damage, or theft of equipment that will have an impact on the program.**

- **G. Use of Equipment**

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

- **H. Disposal of Equipment**

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

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If the item has a current **fair market value** **FMV** of **\$5,000** **\$10,000** or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency **or pass-through entity**.

- I. Equipment Retention**

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

- **J. Equipment and Capital Expenditures**

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

- **K. Depreciation**

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

- **V. Financial Management**

- **A. Identification**

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

- **B. Financial Reporting**

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

- **C. Accounting Records**

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

- **D. Internal Controls**

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

- **E. Budget Control**

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

- **F. Payment Methods**

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

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

- **G. Allowability of Costs**

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

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

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

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

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

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

- **I. Cost Sharing or Matching**

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

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

- **J. Documentation of Personnel Expenses**

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

- **VI. Written Compensation Policies**

- **A. Time and Effort Standards**

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

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

- **B. Time and Effort Procedures**

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

- **C. Fringe Benefits**

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

- **D. Leave**

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

- **E. Unexpected or Extraordinary Circumstances**

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

- **F. Documentation for Personnel Expenses**

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

- **VII. Other Contract Matters.**

- **A. Required Terms**

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

- **B. Contracting with Certain Vendors**

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

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

The District may deviate from this general requirement only if:

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

○ **C. Record Keeping**

1. Record Retention

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

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

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

## 2. Maintenance of Procurement Records

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

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

### ○ **D. Privacy**

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

Adopted on: November 14, 2016

Revised on: July 10, 2018; June 10, 2019; December 14, 2020; September 13, 2021, June 13, 2022; July 10, 2023; **June 10, 2024**

Reviewed on:



## 3017

### **Press Releases—Official Communication with the Public**

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

Adopted on: November 14, 2016

Revised on: **June 10, 2024**

Reviewed on: April 11, 2022

## 3032

### **Copying Fees for School District Records**

Requests for copies of school district records shall be subject to applicable copying fees. No fee shall be charged for providing a copy of a student or public record if a specific law or regulation requires the copy to be provided without charge.

**Student Records.** Students and their parents or guardians shall not be charged any fee to inspect and review the student's files or records. Students and their parents or guardians who desire a copy of the student's files or records shall pay the reasonable cost of reproduction as follows:

- Black and white letter or legal-sized photocopies: No charge for the first 25 copies; 10 cents for each copied page thereafter.
- Computer data printouts: No charge for the first 25 pages; 10 cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

Students and their parents or guardians **shall not be charged any fee:**

- To search for or retrieve any student's files or records.
- For a copy of a student's Individualized Education Plan (IEP).
- For copy of the special education evaluation report and the documentation of determination of eligibility for special education services upon completion of the administration of assessments and other evaluation measures.
- If the fee effectively prevents the parents from exercising their right to inspect and review student records.

**Student Records – Transfer School.** A copy of the student's files or records, including academic material and any disciplinary material relating to any suspension or expulsion shall be provided at no charge, upon request, to any public or private school to which the student transfers.

**Public Records.** Individuals requesting copies of public records shall pay the actual added cost of making the copies available.

- For photocopies, actual added costs may include a reasonably apportioned cost of the supplies, such as paper, toner, other equipment used in preparing the copies, and any additional payment obligation for the time of contractors necessarily incurred to comply with the copy request.

- For printouts of computerized data on paper, actual added cost may include computer run time and the cost of materials for making the copy.
- For electronic data, the actual added cost may include the reasonably calculated actual added cost of the computer run time, any necessary analysis and programming, and production of a report in the form furnished to the requester.
- For residents of Nebraska, the actual added cost shall not include any charge for the existing salary or pay obligation to public officer or employees for the first eight ~~four~~ hours of searching, identifying, physically redacting, or copying records, but fees may be charged after the first eight ~~four~~ hours. The fee for records shall not include any charge for the services of an attorney or any other person to review the requested public records seeking a legal basis to withhold the public records from the public. No special service charge or fee shall be charged for copies of blank forms or pages that have all meaningful information redacted.
- For nonresidents of Nebraska, the actual added cost used as the basis for the calculation of a fee for records may include a charge for the proportion of the existing salary or pay obligation to the public officers or employees, including a proportional charge for the services of an attorney to review the requested public records, for the time spent searching, identifying, physically redacting, copying, or reviewing such records.
- The district shall not charge any fee for copies of public records that is prohibited by law but reserves the right to charge any other fee allowed by law.

The fee schedule for public records copies is as follows:

- Black and white letter or legal-sized photocopies: No charge for the first 10 copies; 25 cents for each copied page thereafter.
- Computer data printouts: No charge for the first 10 pages; 25 cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

**Deposit.** The school district may require a deposit before providing copies of student or public records if the estimated cost to fulfill the request exceeds fifty dollars.

**Waiver.** Documents may be furnished without charge or at a reduced charge where the district determines that waiver or reduction is in the public interest.

Adopted on: November 14, 2016

Revised on: **June 10, 2024**

Reviewed on: April 11, 2022

## **3053 Nondiscrimination**

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

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

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

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

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

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

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

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

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

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

**The Pregnant Workers Fairness Act (PWFA) – requires covered employers to provide reasonable accommodations to qualified employee’s or applicant’s known limitations related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions**

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

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

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

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

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

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

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

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

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

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

Adopted on: December 12, 2016

Revised on: July 10, 2017; June 10, 2019; **June 10, 2024**

Reviewed on: November 14, 2022

## **3059 Audio and Video Recording**

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

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

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

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

**Recordings Made by Staff.** Staff members may make recordings of

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

**Recordings Made by Students.** This policy applies to students during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event. Students may make recordings of school activities in a non-disruptive manner including things like athletic contests and other extracurricular performances to the extent permitted by law. Students generally are not permitted to record classroom instruction or members of the school community during the school day without the express consent of a staff member or as required by the student's education plan. Student use of assistive technology that has the capacity to record and/or transmit recordings (e.g. AngelSense) must be approved by the student's education team or administration. Students remain subject to all other district policies and rules. In no event shall 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: December 21, 2016

Revised on: July 10, 2017; September 13, 2021; July 10, 2023; June 10, 2024

Reviewed on:

**4053**  
**Conflict of Interest**

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

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

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

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

3. Employing Members of the Immediate Family.

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

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

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

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

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

i. When assessing whether a conflict of interest exists, qualifying staff members should assess whether the benefit or detriment identified is distinguishable from the effects of such action on the public generally or a broad segment of the public.

ii. If qualifying employees are unsure as to whether a conflict of interest exists, they may apply to the Nebraska Political Accountability and Disclosure Commission for an opinion as to whether they have a conflict of interest.

c. Qualifying employees who determine that a conflict of interest does exist under this policy shall:

i. Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;

ii. Deliver a copy of the statement to the secretary of the board of education, who shall enter the statement onto the public records of the school district; and

iii. Abstain from participating in the matter in which the employee has a conflict of interest.

d. This subsection does not prevent a qualifying employee from making or participating in the making of a decision to the extent that the employee's participation is legally required for the action or decision to be made.

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

Adopted on: December 12, 2016

Revised on: July 10, 2017; **June 10, 2024**

Reviewed on: October 10, 2022

## **5005 Transportation of Option Students**

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.

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

Adopted on: December 21, 2016

Revised on: **June 10, 2024**

Reviewed on: May 9, 2022

## **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. If the student cannot regularly attend classes, the provision of online courses;
2. The arrangement of meeting times with teachers;
3. If the student has not identified appropriate childcare, the identification of child care providers that meet statutory requirements for quality and care; and
4. All other curricular adjustments, modifications, and means of supplementing classroom attendance deemed appropriate by the school administrators including, but not limited to, modification of attendance policies.

#### **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.

#### **C. Title IX**

When a student, or a person with a legal right to act on a student's behalf, informs a District employee of the student's pregnancy or related conditions, the District will inform the student of the Title IX Coordinator's contact information. The

employee will also inform the student that the Title IX Coordinator can coordinate actions to prevent sex discrimination and ensure the student's equal access to the District's education program or activity.

The District will make reasonable accommodations to the District's policies, practices, and procedures as necessary to prevent sex discrimination and ensure equal access to the District's education program or activity. The District will coordinate reasonable modifications based on the student's individualized need. The District will consult with the student when determining what reasonable modifications may be appropriate, and the student has the discretion to accept or decline the reasonable modifications offered by the District.

The District will allow the student to voluntarily access any separate and comparable portion of the District's education program or activity. The District will allow the student to voluntarily take a leave of absence from the District's education program or activity to cover, at a minimum, the period of time deemed medically necessary by the student's licensed healthcare provider. Upon the student's return, the student will be reinstated to the student's academic status, and as practicable, to the extracurricular status that the student held when the voluntary leave began.

## **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.

Adopted on: December 21, 2016

Revised on: June 11, 2018; **June 10, 2024**

Reviewed on: September 12, 2022

## **5052 School Wellness Policy**

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

### **1. Goals for Nutrition Promotion and Education**

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

### **2. Goals for Physical Activity**

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

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

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

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

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

ii. USDA Smart Snacks in School nutrition standards.

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

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

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

## **6. Food and Beverage Marketing**

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

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

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

## 7. Public Participation

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

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

- a. ~~Except as otherwise allowed by the Nebraska Department of Education (NDE), all foods and beverages sold during the school day as part of a fundraiser or for any other purpose in competition with the National School Lunch and Breakfast Programs must meet the nutrition standards of those programs.~~

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

- b. **Applicability.** Except as otherwise allowed by the Nebraska Department of Education (NDE) ~~or applicable law~~, all **competitive** ~~foods and beverages~~ sold during the school day ~~as part of a fundraiser or for any other purpose in competition with the National School Lunch and Breakfast Programs~~ must meet the USDA Smart Snacks Standards and the nutrition standards found in 7 CFR § 210.11 ~~nutrition standards of those programs~~. ~~The competitive food restrictions do not apply to food sold during non-school day hours, weekends, and off-campus fundraising events such as concessions during after-school sporting events, school plays or concerts; or to bulk food items that are sold for consumption at home. (Ex: frozen~~

pizzas, cookie dough tubs, etc.)

c. Fundraiser Exemptions. A special exemption is allowed for the sale of food and/or beverages that do not meet the competitive food standards as required in this section for the purpose of conducting an infrequent school-sponsored fundraiser. The specially exempted fundraisers must not take place more than the frequency specified by NDE during such periods that schools are in session. No specially exempted fundraiser foods or beverages may be sold in competition with school meals in the food service area during the meal service.

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

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

~~f. Fundraiser food or beverages are NOT exempt from the USDA Smart Snacks in School nutrition standards. Therefore, if food is sold as a fundraiser:~~

~~(1) It shall not be sold in competition with school meals in the food service area during the meal service.~~

~~(2) It shall not be sold or otherwise made available to students anywhere on school premises during the period beginning one half hour prior to the serving period for breakfast and/or lunch and lasting until one half hour after the serving of breakfast and/or lunch.~~

~~(3) The sale of food items during the school day shall meet the USDA Smart Snacks in School nutrition requirements.~~

~~(4) This restriction does not apply to food sold during non school hours, weekends, and off campus fundraising events such as concessions during after school sporting events, school plays or concerts; or to bulk food items that~~

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

## **9. Triennial Assessment**

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

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

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

## **10. Public Notice**

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

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

## **11. Recordkeeping**

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

## **12. Operational Responsibility**

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

\* These strategies include, but are not necessarily limited to, those cited in the Alliance for a Healthier Generation's Model Wellness Policy (Updated June 2020 to Reflect the USDA Final Rule) found at:

<https://api.healthiergeneration.org/resource/2>

Adopted on: December 21, 2016

Revised on: July 10, 2017; July 10, 2023

Reviewed on: September 12, 2022

## 6036

### Reading Instruction and Intervention Services

The purpose of this policy is to facilitate reading instruction and intervention services to address student reading needs, including, but not limited to, dyslexia. It is the school district's goal that each student be able to read at or above grade level by third grade.

**Effective Reading Teachers.** It is the intent of the school district to employ teachers for kindergarten through third grade who are effective reading teachers as evidenced by (a) evaluations based on classroom observations and student improvement on reading assessments or (b) specialized training in reading improvement.

**Reading Assessment.** The school district will administer a reading assessment approved by the Nebraska Department of Education three times during the school year to all students in kindergarten through third grade. Exceptions to this requirement include:

- Any student receiving specialized instruction for limited English proficiency who has been receiving such instruction for less than two years;
- Any student receiving special education services for whom such assessment would conflict with the individualized education plan; and
- Any student receiving services under a plan pursuant to the requirements of section 504 of the federal Rehabilitation Act of 1973, 29 U.S.C. 794, or Title II of the federal Americans with Disabilities Act of 1990, 42 U.S.C. 12131 to 12165, as such acts and sections existed on January 1, 2018, for whom such assessment would conflict with such section 504 or Title II plan.

The first assessment for Kindergarten students must occur within the first 45 calendar days that school is in session of each school year. For all other grades, the first assessment must occur within the first 30 calendar days that school is in session of each school year.

Diagnostic assessments used within a supplemental reading intervention program do not require Nebraska Department of Education approval.

**Deficiency Identification.** Any student in kindergarten through third grade performing below the threshold level as determined by the Nebraska Department of Education shall be identified as having a reading deficiency for purposes of the Nebraska Reading Improvement Act and this policy. A student who is identified as having a reading deficiency shall remain identified as having a reading deficiency until the student performs at or above the threshold level on an approved reading assessment. Nothing in

the Nebraska Reading Improvement Act or this policy shall prohibit a school district from identifying any other student as having a reading deficiency.

**Supplemental Reading Intervention Program.** The school district will provide a supplemental reading intervention program to ensure that students can read at or above grade level at the end of third grade. The school district may work collaboratively with a reading specialist at the Nebraska Department of Education, with educational service units, with learning communities, or through interlocal agreements to develop and provide such supplemental reading intervention programs. Each supplemental reading intervention program must be:

- Provided to any student identified as having a reading deficiency;
- Implemented during regular school hours in addition to regularly scheduled reading instruction unless otherwise agreed to by a parent or guardian; and
- Made available as a summer reading program between each summer for any student who has been enrolled in grade one, grade two or grade three or in a higher grade and is identified as continuing to have a reading deficiency at the conclusion of the school year preceding such summer reading program. The summer reading program may be held in conjunction with existing summer programs in the school district or in a community reading program not affiliated with the school district or may be offered online.

The supplemental reading intervention program may also include:

- Reading intervention practices that are evidence-based;
- Diagnostic assessments to identify specific skill-based strengths and weaknesses a student may have;
- Frequent monitoring of student progress throughout the school year with instruction adjusted accordingly;
- Intensive intervention using strategies selected from the following list to match the weaknesses identified in the diagnostic assessment:
  - Development in phonemic awareness, phonics, fluency, vocabulary, and reading comprehension;
  - Explicit and systematic instruction with detailed explanations, extensive opportunities for guided practice, and opportunities for error corrections and feedback; or
  - Daily targeted individual or small-group reading intervention based on student needs as determined by diagnostic assessment data subject to planned extracurricular school activities;
- Strategies and resources to assist with reading skills at home, including parent-training workshops and suggestions for parent-guided home reading; or

- Access to before-school or after-school supplemental reading intervention with a teacher or tutor who has specialized training in reading intervention.

**Parent/Guardian Notification.** The school will give notice in writing or by electronic communication to the parent(s) or guardian(s) of any student identified as having a reading deficiency within 15 working days of such identification that the student has been identified as having a reading deficiency and that an individual reading improvement plan will be established and shared with the parents or guardians.

**Reading Improvement Plan.** Any student who is identified as having a reading deficiency will receive an individualized reading improvement plan, that shall include a supplemental reading intervention program no later than 30 days after the identification of the reading deficiency. The reading improvement plan may be created by the teacher, the principal, other pertinent school personnel, and the parents or guardians of the student and shall describe the reading intervention services the student will receive through the supplemental reading intervention program to remedy the reading deficiency. The student must receive reading intervention services through the supplemental reading intervention program until the student is no longer identified as having a reading deficiency.

**Reading Progress.** Each student in kindergarten through third grade and his or her parent(s) or guardian(s) will be informed of the student's reading progress within a reasonable time after the school district receives the results from the student's approved reading assessment.

**NDE Professional Learning System.** The Nebraska Department of Education provides a professional learning system. The elementary school(s) and early childhood education programs approved by the State Board of Education will ensure that teachers who teach children from four years of age through third grade are aware of the professional learning system and are adequately trained regarding evidence-based reading instruction to effectively instruct students in reading.

**NDE Report.** On or before July 1 of each year, the school district will provide the required information relating to dyslexia to the Nebraska Department of Education.

Adopted on: June 11, 2018

Revised on: September 13, 2021; June 10, 2024

Reviewed on: November 13, 2023



**6041**  
**Malcolm X Day Education**

Each year on May 19<sup>th</sup>, designated as El-Hajj Malik ElShabazz, Malcolm X Day, the school district will hold suitable exercises in recognition of the sacrifices of the late Nebraska Hall of Fame inductee El-Hajj Malik El-Shabazz, Malcolm X, and his contributions to the betterment of society. When May 19<sup>th</sup> falls on a Saturday or Sunday, the district will provide the suitable exercises during the preceding or following week. The program shall be implemented within any applicable laws and/or regulations.

Adopted on: **June 10, 2024**

Revised on:

Reviewed on:

## **6042 Projection Maps**

The school district will only use the Gall-Peters projection map or a similar cylindrical equal-area projection map or the AuthaGraph projection map for display or use in the classroom. Use of the Mercator projection map is prohibited unless:

1. The Mercator projection map is used in conjunction with other projection maps in a teaching exercise to demonstrate that all maps are flawed in some way and different map projections serve different functions and may affect how individuals view the world; or
2. The Mercator projection map is part of any:
  - a. book or material obtained prior to July 19, 2024; or geographic information system; or computer program that renders a three-dimensional representation of Earth based primarily on satellite imagery, such as Google Earth or similar software; and
  - b. a Gall-Peters projection map or similar cylindrical equal-area projection map or an AuthaGraph projection map is displayed in the classroom or shown to students during the lesson in which a Mercator projection map is used.

Adopted on: **June 10, 2024**

Revised on:

Reviewed on:

## 6040

### Prekindergarten (Preschool or Early Childhood) Program

The school board establishes a program to provide prekindergarten services to students who reside within the school district boundaries, also referred to as an early childhood or preschool program. The school district will provide the program in compliance with state law and 92 NAC 11 (Nebraska Department of Education "Rule 11"). The availability of the program is subject to the district being able to employ and retain appropriate and qualified personnel.

**Purpose.** The purpose of the program is to promote the social, emotional, intellectual, language, physical, and aesthetic development and learning for the children served and to promote family development and support.

**Age Participation.** The program will be available only to children who are 4 years of age on or before July 31 of the enrollment year. If all slots are not taken by resident 4-year-olds, then resident children who turn 3 on or before July 31 of the enrollment year will be considered for eligibility. Once a child is kindergarten-eligible by age, they are not eligible for the program. Students are kindergarten-eligible by age if they are 5 years old or older on or before July 31 of the enrollment year.

**Capacity Limitation.** The maximum capacity for the program is 18 AM and 18 PM spots, with two slots in each of the AM and PM sessions held for students with disabilities unless more slots for students with disabilities are necessary to comply with applicable law. In the event the total number of children requesting enrollment in the program by July 15 rises above those limits, the district administration will offer the program to children with the following priority for enrollment:

- Students required by law or regulation to be given priority for enrollment, such by NDE Rule 11;
- Students having a verified disability;
- Students who qualify for free/reduced price lunches;
- Students who would meet district ELL requirements if enrolled in school;
- Students born premature or with low birth rates;
- The oldest four-year-old students.

If the program is not at capacity by July 15, the same priority rules will be applied to any 3-year-old students who have requested to attend the program.

If the program is at capacity after **July 15**, further enrollment applications will be denied unless required by law or regulation.

**Program Coordinator.** The program will be coordinated by a an individual qualified by law to be a Program Coordinator.

**Program and Staff Requirements.** All teachers and administrators in prekindergarten programs must hold a valid certificate or permit to teach issued by NDE except as otherwise allowed by law or Rule 11.

**Participation and Inclusion.** Participation of children and families in the program will be voluntary. The program will not exclude children verified as having disabilities and will include to the extent possible children of diverse social and economic characteristics.

**Birth Certificates.** Within 30 days of enrollment, parents or guardians must submit a certified copy of the child's birth certificate or other documentation in compliance with the Missing Children Identification Act (sections 43-2001 through 43-2012).

**Instructional Hours.** Each class in the program will operate a minimum of 12 instructional hours per week during the school year. Programs receiving grant funds pursuant to state law will operate a minimum of 450 instructional hours per school year.

**Fees.** The district may charge a fee for its program in accordance with the Policy 5045 - Student Fees, provided that the fee may not exceed the actual cost of the program. If the district charges a fee, it will also use a sliding fee scale in order to maximize the participation of economically and categorically diverse groups. The district may waive fees on the basis of need.

**General Reports.** The head administrator will include information about the program in the NDE approved data system. All early childhood data is due as specified by the data system calendar.

**Early Childhood Program Report.** An Early Childhood Program Report Form will be submitted annually by October 15 on the form required by NDE.

**Planning.** Each program will have a planning period that complies with the requirements of Rule 11.

**Coordination with Existing Programs and Funding Sources.** The district will develop, and keep on file, a written plan to show that the program will be coordinated or contracted with existing programs in

compliance with Rule 11 requirements. The district will develop and keep on file a written plan to coordinate and use a combination of local, state, and federal funding sources including, but not limited to, those listed in Rule 11 in order to maximize the participation of economically and categorically diverse groups of children and to ensure that participating children and families have access to knowledge of comprehensive services that may be available.

**Additional Rule 11 Requirements.** Rule 11 includes additional requirements that are not included in this policy, including but not limited to requirements addressing family development and support; developmentally and culturally appropriate curriculum, practices, and assessment; evaluation and quality assurance; program staff; child/staff ration and group size; facilities, equipment, health, and safety; meals and snacks, immunizations; supervision; toileting; infants and toddlers; Sixpence programs; and home-based programs. The district will comply with these additional requirements that are applicable to the program.

**Special Education Act Compliance.** Nothing in this policy allows the school district to fail to meet its responsibilities under the Special Education Act (section 79-1110 through 79-1167). To the extent there is any conflict between this policy or Rule 11 with the Special Education Act, the Act shall control.

Adopted on: \_\_\_\_\_

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: November 14, 2016

Revised on:

Reviewed on: August 9, 2021; October 9, 2023

Revoked on: **June 10, 2024**

### **3033**

#### **Lending Textbooks to Children Enrolled in Private Schools**

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

The district shall make a request for funds by filing an application on the form prescribed by the Department of Education no later than February 15<sup>th</sup> 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 15<sup>th</sup>, 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 15<sup>th</sup> 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 15<sup>th</sup>. If the number of textbooks for a particular subject or grade level is insufficient to fill all of the requests, the textbooks shall be distributed to parents and guardians based on a random drawing.

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

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

This policy shall terminate July 1, 2024.

Adopted on: November 14, 2016

Revised on: August 8, 2022; July 10, 2023

Reviewed on:

Revoked on: **June 10, 2024**

## High School Computer Science

High School Computer Science	
<b>1st Quarter</b>	<p><b>Introduction to Computer Literacy</b></p> <ul style="list-style-type: none"><li>● <b>Best Practices in Computer Literacy:</b> Discuss the potential beneficial and harmful effects of computing innovations and emerging technologies, including artificial intelligence.</li><li>● <b>Hardware and Software Basics:</b> Identify and explain how hardware components and software applications meet the needs of the end user.</li><li>● <b>Effective Search Techniques:</b> Demonstrate effective and efficient searches.</li><li>● <b>Software Selection:</b> Select and use appropriate software to complete tasks in various educational and professional settings.</li><li>● <b>Information Technologies in Industries:</b> Identify information technologies used in various industries and explore potential careers in those industries.</li></ul> <p><b>Ethical Practices in Digital Citizenship</b></p> <ul style="list-style-type: none"><li>● <b>Cultural, Social, and Ethical Issues:</b> Examine and evaluate cultural, social, and ethical issues associated with information technology.</li><li>● <b>Digital Literacy:</b> Assess the validity, accuracy, and appropriateness of information.</li><li>● <b>Algorithmic Bias:</b> Describe how algorithms may result in both intentional and unintentional bias.</li><li>● <b>Legal Implications of Computing:</b> Investigate how applications of computing can have legal implications.</li><li>● <b>Information Safety and Security:</b> Evaluate safety and security measures for protecting information and managing digital footprints.</li></ul> <p><b>Information Technology Concepts</b></p> <ul style="list-style-type: none"><li>● <b>Hardware Components:</b> Identify and describe computing hardware components.</li><li>● <b>Digital File Operations:</b> Perform operations on digital files stored on local devices and remote/cloud storage.</li><li>● <b>Operating Systems and Utilities:</b> Compare and contrast the functions, features, and limitations of different operating systems and utilities.</li><li>● <b>Troubleshooting:</b> Troubleshoot computer hardware and software.</li><li>● <b>Computer Networks:</b> Define components of computer networks.</li><li>● <b>Internet Data Transmission:</b> Explain how data is sent through the Internet.</li><li>● <b>Data Interpretation:</b> Interpret and draw conclusions based on a data set.</li></ul>

	<p><b>Fundamentals of Cybersecurity</b></p> <ul style="list-style-type: none"> <li>● <b>Cryptography and Encryption:</b> Describe cryptography, encryption, and ciphers.</li> <li>● <b>Protecting Personal Devices:</b> Identify methods to protect personal devices, information, and systems.</li> <li>● <b>Cybersecurity Policies:</b> Compare and contrast federal, state, local, and international cybersecurity policies.</li> </ul>
<p><b>2nd Quarter</b></p>	<p><b>Computational Thinking</b></p> <ul style="list-style-type: none"> <li>● <b>Algorithms and Computational Solutions:</b> Define the term algorithm and explain its relationship to computational solutions.</li> <li>● <b>Problem Decomposition:</b> Decompose a complex problem into distinct parts.</li> <li>● <b>Developing Computational Solutions:</b> Identify and develop computational solutions to problems.</li> <li>● <b>Abstraction in Computer Science:</b> Define abstraction in terms of computer science and explain how it is used to manage complexity.</li> <li>● <b>Data Encoding Schemes:</b> Represent equivalent data using different encoding schemes.</li> </ul> <p><b>Programming Literacy</b></p> <ul style="list-style-type: none"> <li>● <b>Code Execution Prediction:</b> Predict the result or output of code execution.</li> <li>● <b>Developing Programs:</b> Develop programs that use sequences of statements, variables, loops, and conditionals.</li> <li>● <b>Computational Artifacts:</b> Design and develop computational artifacts that address personally- or socially relevant concerns.</li> <li>● <b>Using Abstraction:</b> Use abstraction to manage complexity or avoid duplication of effort.</li> <li>● <b>Utilizing Existing Procedures:</b> Use existing procedures within a program or language based on documentation.</li> <li>● <b>Writing Documentation:</b> Write documentation describing the function of computational artifacts.</li> </ul> <p><b>Capstone Project</b></p> <ul style="list-style-type: none"> <li>● <b>Project Planning:</b> Plan a capstone project that incorporates multiple elements from the course.</li> <li>● <b>Project Development:</b> Develop and refine the project, applying concepts learned throughout the semester.</li> <li>● <b>Project Presentation:</b> Present the project to the class, demonstrating</li> </ul>

understanding and application of course concepts.

**Review and Assessment**

- **Course Review:** Review key concepts and skills covered throughout the semester.
- **Final Assessment:** Complete a final assessment to evaluate understanding and mastery of the course material.

**RESOLUTION OF BOARD OF EDUCATION TO  
SELECT THE DESIGN-BUILD CONTRACT DELIVERY SYSTEM**

WHEREAS, the Board of Education ("Board") of Nebraska City Public Schools (legally known as Otoe County School District 66-0111 and referred to herein as the "School District") believes it to be in the School District's best interests to use the design-build contract delivery system under the Nebraska Political Subdivisions Construction Alternatives Act ("Act") to complete the Hayward Classroom Doors Project ("Project").

BE IT THEREFORE RESOLVED that the Board hereby selects the design-build contract delivery system to complete the Project because it is in the public interest because of the savings in cost or time and the Project consists of specialized or complex construction methods suitable for the design-build contract delivery system.

BE IT FURTHER RESOLVED that the Board hereby authorizes, empowers and directs the School District's administration to develop policies for the Board to adopt and take all actions necessary to comply with the terms of the Act in proceeding with the design-build contract delivery system.

BE IT FURTHER RESOLVED that the Board hereby directs the School District's administration to prepare a request for proposals and publish notice of the same in a newspaper of general circulation within the School District and file it with the Nebraska Department of Education.

BE IT FURTHER RESOLVED that the following individuals are designated as members of the Design-Build Selection Committee:

- (1) Members of the school board:
  - (2) Members of the school administration or staff:
  - (3) The school's architect or engineer:
  - (4) Individuals having special expertise relevant to selection of a design-builder under the Act:
- and;
- (5) A resident of the school district other than an individual included in subdivisions (1) through (4):

BE IT FURTHER RESOLVED that all proposals received in response to the request for proposals are hereby referred to the Design-Build Selection Committee.

BE IT FURTHER RESOLVED that the selection committee and the District shall evaluate proposals taking into consideration the criteria and percentages listed below:

<b>Criteria</b>	<b>%</b>
The financial resources of the design-builder to complete the project (up to ten percent)	<b>5</b>
The ability of the proposed personnel of the design-builder to perform (up to thirty percent)	<b>25</b>
The character, integrity, reputation, judgment, experience, and efficiency of the design-builder (up to thirty percent)	<b>25</b>
The quality of performance on previous projects (up to thirty percent)	<b>25</b>
The ability of the design-builder to perform within the time specified (up to thirty percent)	<b>10</b>
The previous and existing compliance of the design-builder with laws relating to the contract (up to ten percent)	<b>5</b>
Such other information as may be secured having a bearing on the selection (up to twenty percent)	<b>5</b>
<b>TOTAL</b>	<b>100%</b>

BE IT FURTHER RESOLVED that the two Design-Builders receiving the highest scores from the Design-Build Selection Committee shall be scheduled for interviews with the Board of Education at a school board meeting.

BE IT FURTHER RESOLVED that 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 Design-Build Selection Committee.

BE IT FURTHER RESOLVED that the School District will attempt to negotiate a Design-Build contract with the highest ranked design-builder and may enter into a design-build contract after these negotiations.

Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
President of the Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Education

## NOTICE

Nebraska City Public Schools (the "District") is planning to add individual classroom doors to Hayward Elementary ("Project"). The Nebraska City Board of Education passed a resolution to use the design-build contract delivery system pursuant to the Nebraska Political Subdivisions Construction Alternatives Act at its meeting on June 10, 2024.

The District is seeking organizations and persons interested in serving as the District's Performance Criteria Developer ("PCD") during the Project. Any person or organization applying for consideration by the District must obtain a copy of the District's Design-Build Contract Policy from Superintendent Mark Fritch. The policy describes the PCD's general responsibilities.

If you are interested in serving as the PCD for the Project, please submit a letter of interest to Superintendent Mark Fritch, Nebraska City Public Schools, 1700 14th Ave., Nebraska City, NE 68410 or as an attachment by email to [mfritch@nebcityps.org](mailto:mfritch@nebcityps.org) by July 26, 2024. This letter of interest should provide:

- (1) A statement of your qualifications and performance data, which should include your capabilities to perform, the adequacy of your personnel, your past record and performance, your experience, and any other information that you feel is appropriate;
- (2) Documentation showing that you are licensed or certified to practice architecture or engineering pursuant to the Nebraska Engineers and Architects Regulation Act; and
- (3) Your billing practices and/or billing rates and an estimate of what you may charge for serving as the District's PCD for the Project.

Questions and inquiries may be directed to Superintendent Mark Fritch at [mfritch@nebcityps.org](mailto:mfritch@nebcityps.org).

## **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. For a project authorized under subsection (3) of section 13-2914, the resolution shall include a statement that the political subdivision has made a determination that the design-build contract delivery system is in the public interest based, at a minimum, on one of the following criteria: (a) Savings in cost or time or (b) requirement of specialized or complex construction methods suitable for the design-build contract delivery system.

**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 Nebraska City 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 construction manager to complete the project – 5%;
- (2) The ability of the proposed personnel of the construction manager to perform – 20%;
- (3) The character, integrity, reputation, judgment, experience, and efficiency of the construction manager 15%;
- (4) The quality of performance on previous projects 20%;
- (5) The ability of the construction manager to perform within the time specified 20%;
- (6) The previous and existing compliance of the construction manager with laws relating to the contract 10%; and
- (7) Such other information as may be secured having a bearing on the selection 10%.

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: May 9, 2016

Revised on: July 10, 2017; September 13, 2021

Reviewed on: October 9, 2023



# Miracle Mudjacking Company

**Address:**  
1195 S. 52<sup>nd</sup> Rd  
Nebraska City, NE 68410

**Phone:** 402-873-4430  
800-755-4155

**FED ID # 47-0731425**

**www.Miracle-Mudjacking.com**

**E-mail:** miracle\_mudjacking@windstream.net

June 5,2042

Nebraska City Public Schools  
Jenny Gawart  
[jgowart@nebcityps.org](mailto:jgowart@nebcityps.org)  
402-209-1862

Jenny,

Thank you for the opportunity to meet and discuss the concrete problems at the Hayward School locations, with 4 locations of particular interest.

### Proposal

Area #1: Sink hole in upper playground. Concrete ball court area that has settled is approximately 24' X 30', cracking up fairly substantially. Removal and replacement would be recommended for this. Remove concrete and subgrade and replace subgrade and replace with 5" reinforced concrete.

Cost – Approximately \$10,800.00

Area #2: East sidewalk and curb, bus loading area. Trip hazards along center line joint that has separated along with some panels that need removed and replaced and caulk joint top to bottom to help eliminate tripping hazards. Several things happening – mudjacking, removal & replacement along with caulking.

Cost – Approximately \$15,000.00

Area #3 West sidewalk bus loading area with settlement on curb causing trip hazards as well as shifted and settled paving slabs.

Cost on this area approximately \$12,000.00

Area #4: Loading dock door on west side. Remove slab and construct a frost proof slab at walk door.

Cost anticipate in this area is approximately \$5,000.00

As with all projects of this kind, several techniques are needed to accomplish the desired goal!! Cost effective safe repair of your facility. We at Miracle Mudjacking, Co. pride ourselves on being able to bring several different skills sets to the table. By offering our services at a time and material basis we bring it all together. Our hourly charge is \$250.00 per hour for men and equipment, \$185.00 per yard of mudjacking material, \$200.00 per yard of concrete, \$20.00 per tube of caulking, \$.25 per foot of backer rod.

Again, thank you for the opportunity. If you have any question, please feel free to call my cell or text at 402-873-2008.

Acceptance of Proposal: \_\_\_\_\_

Authorized Signature

Date: \_\_\_\_\_

**By signing this proposal, you are agreeing to pay the balance due within 30 days of the invoice date.**

Sincerely,

Howard Bebout  
Miracle Mudjacking Co.

**Proposal pricing is valid for 30 days.**

This is an estimate only. This estimate is for completing the job described above based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be requires should problems arise.

<b>Sub Teacher Pay</b>						
	2020-21	2021-2022	2022-2023	2023-2024	2024-2025	
	\$145/day	\$145/day	\$155/day	\$165/day	\$170/day	
<b>Long Term Sub Pay; If substitute is in same position for 6 consecutive days, the pay will be 1.25x the daily rate and back paid for each day.</b>						
<b>Tuition</b>						
	2020-21	2021-22	2022-2023	2023-2024	2024-2025	
Grade K-5	\$5,350/year	\$5,350/year	\$5,350/year	\$5,350/year	\$5,350/year	
Grade 6-8	\$6,240/year	\$6,240/year	\$6,240/year	\$6,240/year	\$6,240/year	
Grades 9-12	\$7,488/year	\$7,488/year	\$7,488/year	\$7,488/year	\$7,488/year	
<b>Bus Rate</b>						
	2020-21	2021-22	2022-2023	2023-2024	2024-2025	
	\$130 student	\$130 student	\$130 student	\$130 student	\$130 student	
	Per Semester	Per Semester	Per Semester	Per Semester	Per Semester	
<b>Lunch Rates</b>						
	2020-21	2021-22	2022-2023	2023-2024	2024-2025	
Breakfast-K-12	\$2.00		\$2.10	\$2.15	\$2.25	
Breakfast-Adult	\$2.45		TBD	TBD	TBD	
K-5 Lunch	\$2.90		\$3.00	\$3.15	\$3.25	
6 - 12 Lunch	\$3.10		\$3.25	\$3.40	\$3.50	
Adult Lunch	\$3.85		TBD	\$5.00	determined by state/fed	board action not required
Milk	\$0.40		\$0.50	\$0.50	\$0.50	
<b>Internal Sub Pay and Professional Development Stipend for Certified Staff</b>						
		2021-22	2022-2023	2023-2024	2024-2025	
		\$20.00 per hour	\$20.00 per hour	\$25.00 per hour	\$28.00 per hour	
<b>Activity/Athletic Event Support Staff</b>						
		2021-22	2022-2023	2023-2024	2024-2025	
		\$12.50 per hour	\$12.50 per hour	\$12.50 per hour	\$14.00 per hour	
<b>Summer School Teacher</b>						
		2021-22	2022-2023	2023-2024	2024-2025	
			\$20.00 per hour	\$30.00 per hour	\$32.00 per hour	
<b>After School Clubs</b>						
		2021-22	2022-2023	2023-2024	2024-2025	
ASC Para		\$12.50	\$12.50	\$13.50	\$14.00	
Site Coordinator		\$15.00	\$15.00	\$16.50	\$17.00	
ASC Teacher		\$21.00	\$21.00	\$21.00	\$21.50	
<b>Approved Mileage Reimbursement for Staff</b>						
		2021-22	2022-2023	2023-2024	2024-2025	
		approved IRS rate	approved IRS rate	approved IRS rate	approved IRS rate	

<b>24-25</b>	<b>ATHLETIC</b>		<b>BUDGET</b>				
Activity	Operations(Refs)	Workers	Equipment	Hotels & Meals	Recon	Uniforms	Total
Varsity Football	\$3,000.00	\$1,000.00	\$5,000.00		\$1,750.00	\$8,000.00	\$18,750.00
Trainer	\$20,000.00	\$0.00	\$1,000.00				\$21,000.00
9th Football	\$500.00	\$100.00	\$0.00				\$600.00
7th and 8th football	\$500.00	\$200.00	\$700.00		\$1,000.00		\$2,400.00
Varsity Volleyball	\$2,300.00	\$1,200.00	\$1,000.00				\$4,500.00
9th Volleyball	\$1,000.00	\$400.00	\$0.00				\$1,400.00
7th and 8th volleyball	\$1,500.00	\$500.00	\$800.00				\$2,800.00
Boys Tennis	\$600.00	\$0.00	\$500.00				\$1,100.00
Cross Country	\$3,200.00	\$0.00	\$300.00	\$800.00			\$4,300.00
Softball	\$1,500.00	\$300.00	\$900.00				\$2,700.00
Var. Boys Basketball	\$4,000.00	\$1,800.00	\$900.00				\$6,700.00
Var. Girls Basketball	\$4,000.00	\$1,800.00	\$900.00				\$6,700.00
Varsity Wrestling	\$7,000.00	\$3,000.00	\$1,000.00	\$3,000.00		\$3,000.00	\$17,000.00
7th and 8th Wrestling	\$1,200.00	\$400.00	\$200.00				\$1,800.00
9th Boys Basketball	\$500.00	\$500.00	\$100.00				\$1,100.00
7th and 8th Boys Bball	\$500.00	\$700.00	\$300.00				\$1,500.00
9th Girls Basketball	\$800.00	\$500.00	\$0.00				\$1,300.00
7th and 8th Girls BBall	\$900.00	\$700.00	\$500.00				\$2,100.00
Boys Soccer	\$2,250.00	\$250.00	\$600.00				\$3,100.00
Girls Soccer	\$2,250.00	\$250.00	\$600.00				\$3,100.00
Boys Track	\$1,000.00	\$100.00	\$1,000.00	\$900.00			\$3,000.00
Girls Track	\$1,000.00	\$100.00	\$1,000.00	\$900.00			\$3,000.00
Girls Tennis	\$600.00	\$0.00	\$400.00				\$1,000.00
Golf	\$1,300.00	\$0.00	\$600.00	\$1,500.00			\$3,400.00
7th and 8th Track	\$500.00	\$0.00	\$0.00	\$300.00			\$800.00
Girls Golf	\$1,000.00	\$0.00	\$600.00	\$1,200.00			\$2,800.00
Baseball	\$3,200.00	\$650.00	\$1,500.00				\$5,350.00
Special Equipment			\$11,700.00				\$11,700.00
<b>Totals</b>	<b>\$66,100.00</b>	<b>\$14,450.00</b>	<b>\$32,100.00</b>	<b>\$8,600.00</b>	<b>\$2,750.00</b>	<b>\$11,000.00</b>	<b>\$135,000.00</b>