

**WEEPING WATER SCHOOL
DISTRICT #13-0022-CASS COUNTY, NEBRASKA
BOARD OF EDUCATION MEETING
WEEPING WATER PUBLIC SCHOOLS BUSINESS ROOM**

NOTICE for this meeting was posted in the identified locations as per district policy.

1. AGENDA
 - 1.a. Call the meeting to order
 - 1.b. Roll Call
 - 1.c. Acknowledgement of Nebraska Open Meetings Act posted
 - 1.d. Excuse absent board members
 - 1.e. Oath of Office
 - 1.f. Approval of consent agenda
 - 1.f.a. Approval of previous meetings minutes
 - 1.f.b. Notification of meeting publication site, date, and time
 - 1.f.c. Financial Reports and Payment of Bills
 - 1.f.d. Next regular meeting date — Monday, July 20, 2026
2. Communications
3. Visitors/Open Forum and staff and program presentations
4. Action Items
 - 4.a. Discuss, consider, and take all necessary action to give approval to policies to be approved.
 - 4.b. Discuss, consider, and take all necessary action to give approval to policies to be revised
5. Discussion: all policies up for renewal.
6. Reports
 - 6.a. Administration Reports
 - 6.b. Board Reports
7. Closed Session
8. Adjournment

** Members of the board of education may move to enter "closed" session or adjust the order of the agenda at any point during the regular meeting.

MINUTES OF THE REGULAR MEETING OF THE BOARD OF
EDUCATION, SCHOOL DISTRICT #22, CASS COUNTY,
WEEPING WATER, NEBRASKA
May 18, 2026

President Adam DeMike called the meeting to order at 5:00 PM in the Weeping Water Public School Conference Room.

Board members attendance at roll call were **Present:** Betty Harms, Neil Huskey, Doug Meyer, Brandon Nash, Mark Rathe, **Absent:** Haley Dehne.

1. AGENDA

Present: Betty Harms, Neil Huskey, Doug Meyer, Brandon Nash, Mark Rathe, **Absent:** Haley Dehne.

1.a. Call the meeting to order

1.b. Roll Call

Also present were Superintendent Adrian Allen, Secondary Principal, Scott Rezac, Elementary Principal Mary Mozena, and Asst. Principal/AD Michelle Heath.

1.c. Acknowledgement of Nebraska Open Meetings Act posted

The BOE President acknowledged the posting of the Nebraska Meetings Act.

1.d. Excuse absent board members

Brandon Nash moved to approve the absence of board member Haley Dehne. Neil Huskey seconded the motion. Motion Passed

Haley Dehne: Absent, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Brandon Nash: Yea, Mark Rathe: Yea

Yea: 5, Nay: 0, Absent: 1

2. Interview applicants individually.

3. Adjournment

Respectfully submitted,

Board Secretary

MINUTES OF THE REGULAR MEETING OF THE BOARD OF
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WEEPING WATER, NEBRASKA
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1. AGENDA

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1.a. Call the meeting to order

1.b. Roll Call

Also present were Superintendent Adrian Allen, Secondary Principal, Scott Rezac, Elementary Principal Mary Mozena, and Asst. Principal/AD Michelle Heath.

1.c. Acknowledgement of Nebraska Open Meetings Act posted

The BOE President acknowledged the posting of the Nebraska Meetings Act.

1.d. Excuse absent board members

Mark Rathe moved to approve the absence of board member Haley Dehne. Neil Huskey seconded the motion. Motion Passed

Haley Dehne: Absent, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Brandon Nash: Yea, Mark Rathe: Yea

Yea: 5, Nay: 0, Absent: 1

Mark Rathe moved to approve the consent agenda, which includes the minutes of the last regular meeting, Notification of meeting publication site, date, and time, financial report and payment of general funds bills, and the next regular meeting date-June 15, 2026. Brandon Nash seconded the motion. Motion Passed

Haley Dehne: Absent, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Brandon Nash: Yea, Mark Rathe: Yea

Yea: 5, Nay: 0, Absent: 1

1.e. Approval of consent agenda

1.e.a. Approval of previous meetings minutes

1.e.b. Notification of meeting publication site, date, and time

The meeting date, time, and location was published in the Southeast Nebraska Voice

1.e.c. Financial Reports and Payment of Bills

1.e.d. Next regular meeting date - Monday, June 15, 2026

2. Communications

3. Visitors/Open Forum and staff and program presentations

Visitors may address the board during this portion of the meeting. Each speaker is limited to 5 minutes. Multiple speakers for the same subject should appoint a single spokesperson to address the board for a maximum of 5 minutes.

4. Action Items

4.a. Discuss, consider and take all action to approve the appointment of a new Board Member.

Mark Rathe moved to appoint Michelle Lindsey as new board member to fill the current vacancy. Neil Huskey seconded the motion. Motion Passed

Haley Dehne: Absent, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Brandon Nash: Yea, Mark Rathe: Yea

Yea: 5, Nay: 0, Absent: 1 The new board member will have to refile at the next election. The candidate will serve until the next election.

4.b. Discuss, consider, and take all necessary action to give approval on the proposed proclamations

4.c. Discuss, consider, and take all necessary action to approve the Softball Co-Op with Platteview Public Schools for 2026-27 & 2027-2028.

Mark Rathe moved to approve the Softball Co-op with Platteview Public Schools for 2026-27 & 2027-28. Brandon Nash seconded the motion. Motion Passed

Haley Dehne: Absent, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Brandon Nash: Yea, Mark Rathe: Yea

Yea: 5, Nay: 0, Absent: 1

4.d. Discuss, consider, and take all necessary action to Approve and Adopt Lower Platte South NRD Hazard Mitigation Plan Resolution 13-0022.

Neil Huskey moved to adopt Lower Platte South NRD Hazard Mitigation Plan. Brandon Nash seconded the motion. Motion Passed

Haley Dehne: Absent, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Brandon Nash: Yea, Mark Rathe: Yea

Yea: 5, Nay: 0, Absent: 1

4.e. Discuss, consider, and take all necessary action on the Driver's Education contract presented by ESU 3.

Brandon Nash moved to approve Driver's Education contract presented by ESU3. Betty Harms seconded the motion. Motion Passed

Haley Dehne: Absent, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Brandon Nash: Yea, Mark Rathe: Yea

Yea: 5, Nay: 0, Absent: 1 \$475/student and a minimum of 15 students. ESU 3 will provide the instructor, materials, and vehicles for students to practice.

4.f. Discuss, consider, and take all necessary action to approve the ESU3 core services.

Neil Huskey moved to approve the ESU3 core services. Mark Rathe seconded the motion. Motion Passed

Haley Dehne: Absent, Betty Harms: Yea, Neil Huskey: Yea, Doug Meyer: Yea, Brandon Nash: Yea, Mark Rathe: Yea

Yea: 5, Nay: 0, Absent: 1

5. Discussion

5.a. Discuss to policies to be reviewed.

The following policies meet KSB's recommendations:

6. Reports

6.a. Administration Reports

Activities Director / Asst. Principal

Elementary Principal

Secondary Principal

Superintendent

6.b. Board Reports

7. Adjournment

Respectfully submitted,

Board Secretary



**Weeping Water Public School
Financial Report for Board
June 2026**

FISCAL BUDGET USE PER MONTH

2025-2026 UPDATED: 6/12/2026

MONTH END	FISCAL 24 % USED 24 Budget =	General/Food Service FISCAL 24 \$ USED	FISCAL 25 % USED 25 Budget =	General/Food Service FISCAL 25 \$ USED	FISCAL 26 % USED 26 Budget =	General/Food Service FISCAL 26 \$ USED
September	8.12%	\$ 511,449.49	8.99%	\$ 571,200.15	8.40%	\$ 616,887.08
October	7.91%	\$ 498,609.88	8.74%	\$ 555,398.19	7.93%	\$ 582,891.24
November	8.16%	\$ 514,462.24	7.94%	\$ 504,353.13	7.37%	\$ 541,282.24
December	8.96%	\$ 564,744.90	8.77%	\$ 557,212.46	7.87%	\$ 577,849.28
January	7.87%	\$ 496,131.19	8.33%	\$ 529,401.56	7.35%	\$ 539,729.58
February	8.66%	\$ 545,845.39	8.37%	\$ 532,055.60	7.47%	\$ 549,081.47
March	7.95%	\$ 501,182.62	9.19%	\$ 583,995.02	7.85%	\$ 576,586.03
April	8.58%	\$ 540,623.33	9.03%	\$ 573,447.06	7.57%	\$ 555,818.17
May	9.01%	\$ 567,500.40	9.20%	\$ 584,223.92	8.36%	\$ 614,519.80
June	7.92%	\$ 499,229.48	8.02%	\$ 509,307.71	0.00%	\$ -
July	7.50%	\$ 472,429.00	8.26%	\$ 524,490.07	0.00%	\$ -
August	10.44%	\$ 657,714.61	10.53%	\$ 669,109.62	0.00%	\$ -
Cumulative	101.09%	\$6,369,922.53	105.37%	\$6,694,194.49	70.17%	\$5,154,644.89

	2024		2025		2026
OPERATING BUDGET	\$5,948,300.00	OPERATING BUDGET	\$6,000,000.00	OPERATING BUDGET	\$6,993,458.00
W/ SIXPENCE	\$6,301,300.00	W/ SIXPENCE	\$6,353,000.00	W/ SIXPENCE	\$7,346,458.00

Weeping Water Public School

Claims for Payment

Signed Off By :

Haley Dehne, President of the Board

Date

Account Code	Payment Vendor	Invoice Total	Invoice Description
06-2-03100-350-000	A 1st Rate Pumping & Potty	\$200.00	Clean Grease Trap - Kitchen
Multiple	Adrian Allen	\$100.00	Mileage/Cell Phone Reimb
01-2-01100-610-002	Amazon E-Commerce	\$529.88	Elementary Supplies
01-2-02510-610-000	Amazon E-Commerce	\$1,022.39	Office Supplies
01-2-01100-610-001	Amazon E-Commerce	\$407.21	Secondary Supplies
01-2-01100-610-002	Amazon E-Commerce	\$487.68	Elementary Supplies
01-2-02220-610-000	Amazon E-Commerce	\$28.97	Library Supplies
01-2-03300-610-000	Amazon E-Commerce	\$493.64	Childcare Supplies
01-2-01200-610-002	Amazon E-Commerce	\$807.81	SPED Elementary Supplies
01-2-02230-610-000	Amazon E-Commerce	\$358.56	District Technology Supplies
01-2-02620-610-000	Amazon E-Commerce	\$215.62	Maintenance Supplies
01-2-03541-610-000	American Fence Company	\$1,915.00	Childcare Playground Fence: ID 103848 (SIXPENCE GRANT)
01-2-01100-734-001	Apptegy Inc.	\$7,042.63	Thrillshare Media Subscription 7/26-6/27
01-2-02620-340-000	Automated Energy Solutions, Inc.	\$2,152.64	Remote Troubleshoot 12/8 EUH 4&6
01-2-02510-443-000	Capital Business Systems, Inc. (Lease)	\$1,468.27	Copier Lease: 0271825924-001
01-2-02510-643-000	Capital Business Systems, Inc. (Subscription)	\$58.39	Poster Printer Subscription: CONT18251-01; ACCT WW07
01-2-02510-810-000	Cass County Treasurer	\$100.00	2025/26 General Election Fees
01-2-02620-431-000	Cerris Systems North Central, Inc.	\$4,216.00	Spring Preventative Maintenance
01-2-03541-610-000	Creative Sites, LLC	\$1,694.00	Childcare Playground (SIXPENCE GRANT)
06-2-03100-630-000	CWD	\$1,149.85	Kitchen Food
06-2-03100-630-000	CWD	\$1,347.23	Kitchen Food
01-2-01100-610-001	Dietze Music House - Lincoln	\$185.00	Band
01-2-01100-640-001	Dietze Music House - Lincoln	\$168.76	Music
01-2-02630-340-000	Duncan Enterprises Inc	\$1,710.00	Fertilizer & Broadleaf Control
01-2-02610-610-000	Eakes Office Solutions	\$667.90	Trash Bags
01-2-03541-610-000	Eakes Office Solutions	\$2,554.99	Scrubber (SIXPENCE GRANT)
Multiple	Educational Service Unit 3	\$14,422.00	Psych Services + SPED Coord (April)
Multiple	Farmers & Merchants Bank-Weeping Water	\$32,942.43	Loan Payment (#30300252 00015) - Annual: Buses
01-2-01100-382-000	Fiber Platform, LLC	\$558.68	ACCT:WEE3254_2255 (Network)
01-2-02220-640-000	Follett Content Solutions, LLC	\$756.86	Library Book Order
01-2-02220-650-000	Follett School Solutions, LLC	\$1,380.36	Destiny Renewal
01-2-02610-340-000	Genie Pest Control	\$160.00	Acct 111192 - Monthly Pest Control
01-2-02610-340-000	Genie Pest Control	\$160.00	Acct 111192 - Monthly Pest Control
06-2-03100-630-000	Hiland Dairy	\$1,081.08	Milk
01-2-02220-640-000	Junior Library Guild	\$2,744.00	Annual Renewal
01-2-02710-810-000	Kajeet	\$348.00	Smartbus Unlimited
01-2-02510-530-000	Kinetic Business by Windstream	\$657.53	ACCT: 090073839
01-2-02330-317-000	KSB School Law	\$1,618.50	Legal
01-2-01100-610-001	Laser Etched 4 U	\$8.56	Plaque Name Plates
01-2-01100-640-002	LEARNING Without Tears	\$2,929.44	Elementary Curriculum
Multiple	Mary Mozena	\$97.00	Cell Phone/Mileage Reimbursement
Multiple	Meeske Hardware Inc	\$422.58	District Supplies
Multiple	Michelle Heath	\$175.78	Cell Phone/Mileage Reimbursement
01-2-02220-810-000	National Association of Secondary Principals	\$385.00	NHS Membership Renewal
Multiple	National Insurance Services	\$1,188.68	Monthly LTD Premiums
01-2-02710-626-000	Nebraska Iowa Supply Co., Inc.	\$2,976.02	Fuel - Unleaded
01-2-01100-626-001	Nippon Sanso Matheson, Inc.	\$232.49	ACCT: 46263 - Gas Fill
01-2-02610-621-000	Omaha Public Power District	\$7,058.75	ACCT: 1333000080
01-2-03300-810-000	One Source, Inc.	\$44.00	Background Checks
01-2-02510-610-000	Paper101	\$3,230.44	Annual Paper Buy - ESUCC
01-2-02670-340-000	Per Mar Security Services	\$2,745.12	Annual Inspections 7/26-6/27
01-2-02670-340-000	Per Mar Security Services	\$159.00	Repair
01-2-02510-340-000	Prime Secured	\$75.00	WEWA Hour Change
Multiple	Renaissance Learning, Inc.	\$5,632.12	FastBridge & edu. CLIMBER Software License
01-2-02230-734-000	Riverside Technologies, Inc (RTI)	\$11,960.00	Elementary Chromebooks
01-2-03541-610-000	School Outfitters	\$2,239.84	Childcare Playsets
Multiple	Scott Rezac	\$97.89	Cell Phone/Mileage Reimbursement
01-2-01100-640-002	Simple Solutions	\$640.00	Math Curriculum
06-2-03100-610-000	Staples (STAP)	\$48.76	ESUCC Kitchen Supplies
06-2-03100-610-000	Staples (STAP)	\$408.12	ESUCC Kitchen Supplies
06-2-03100-610-000	Staples (STAP)	\$27.56	ESUCC Kitchen Supplies
01-2-02510-340-000	Stericycle, Inc./Shred It	\$61.10	ACCT: 1000464396 - Shredding Services
Multiple	Syracuse Area Health	\$3,034.98	OT/PT Services
06-2-03100-630-000	Sysco	\$3,381.11	Kitchen Food
01-2-02310-540-000	The Voice News	\$588.54	Public Record Ads
01-2-02510-531-000	United States Postal Service	\$206.00	PO Box 206 Rental
Multiple	US BANK	\$1,670.20	Monthly CC Expenses
01-2-01100-530-000	Verizon Wireless LLC	\$60.08	Cell Acct: 342439595-0001
01-2-01100-530-000	Verizon Wireless LLC	\$79.86	Cell Acct: 942359001-00001
06-2-03100-810-000	Vickie Switzer	\$108.75	Mileage to Food Show & State Class
06-2-03100-810-000	Vickie Switzer	\$42.73	5/27 Food Show Gas for School Car
01-1-09001-000	Weeping Water Public School - QCPU Fund	\$25,000.00	Final Payback of Loan
01-2-03300-610-000	Weeping Water Public Schools - Activity Fund	\$1,814.73	Reimburse Act Fund For Childcare Playground Landscaping (CHILDCARE TRAILBLAZER GRANT)
01-2-02710-626-000	WEX Bank	\$12.00	ACCT: 0464-00-633620-0 (Fuel)
01-2-02610-621-000	WoodRiver Energy, LLC	\$1,000.00	Customer #: 13005
June 2026 Claims for Payment		\$167,754.09	
June 2026 Payroll		446,765.71	
June 2026 SubTotal (General Fund/Food Service Fund)		\$614,519.80	

Plus Claims for Building Fund

Account Code	Payment Vendor	Invoice Total	Invoice Description
08-2-04700-720-000	Clark & Enersen, Inc.	\$2,500.00	Professional Services - Construction Administration Phase + Reimb Expenses - HVAC
08-2-04700-720-000	Genesis Contracting Group, LLC	\$444,420.00	HVAC Contractor Payment
		<u>\$446,920.00</u>	
	June 2026 Total Claims	<u>\$1,061,439.80</u>	

CASH ASSETS

CASH ASSET REPORT

DATE: 06/12/2026

FUND	ACCOUNT TYPE	INFORMATION	HOLDER	CURRENT BALANCE	BALANCE 06/13/2025
GENERAL FUND/KITCHEN FUND	CHECKING	300380832	Farmers & Merchants	\$ 1,903,471.61	\$ 1,861,845.54
TOTAL GENERAL FUND				\$ 1,903,471.61	\$ 1,861,845.54
ACTIVITY FUND	CHANGE			\$ 1,140.00	\$ 1,140.00
ACTIVITY FUND	PETTY CASH			\$ 100.00	\$ 100.00
ACTIVITY FUND	CHECKING	300444190	Farmers & Merchants	\$ 53,040.64	\$ 67,946.78
OUTSIDE OF ACTIVITY FUND	ELEMENTARY SAVINGS PROGRAM	XXX7959	First Nebraska Bank	\$ 6,370.81	\$ 3,271.73
CLOSING ACCOUNT	LIMESTONE COFFEE (Moved to 4190)	300474478	Farmers & Merchants	\$ -	\$ 9,805.93
TOTAL ACTIVITY FUND				\$ 60,651.45	\$ 82,264.44
BOND FUND	MONEY MARKET	95010505	First Nebraska Bank	\$ 669,750.19	\$ 759,455.77
TOTAL BOND FUND				\$ 669,750.19	\$ 759,455.77
QCPUF FUND	CHECKING	86483570	First Nebraska Bank	\$ 161,311.28	\$ 61,068.94
TOTAL QCPU FUND				\$ 161,311.28	\$ 61,068.94
BUILDING FUND	CHECKING	300381079	Farmers & Merchants	\$ 4,255,806.78	\$ 62,485.72
TOTAL BUILDING FUND				\$ 4,255,806.78	\$ 62,485.72
DEPRECIATION FUND	CHECKING	300446542	Farmers & Merchants	\$ 57,199.96	\$ 83,899.55
TOTAL DEPRECIATION FUND				\$ 57,199.96	\$ 83,899.55
EMPLOYEE BENEFIT FUND	CHECKING/RETIREMENT	300381061	Farmers & Merchants	\$ 8,971.65	\$ 9,213.32
TOTAL EMPLOYEE BENEFITS FUND				\$ 8,971.65	\$ 9,213.32
STUDENT FEES FUND	CHECKING	85834670	First Nebraska Bank	\$ 20,494.51	\$ 19,913.88
TOTAL STUDENT FEES FUND				\$ 20,494.51	\$ 19,913.88
TOTAL				\$ 7,137,657.43	\$ 2,940,147.16



Weeping Water Public School

June 2026

Activity Checks 05/16/2026 - 06/12/2026

Check Detail

Sorted by Check Number, Site ID.
From 05/16/2026 to 06/12/2026.

Check # Status	Issue Date Status Date PO Number	Vendor Name Site ID Activity ID	1099? Invoice Number Activity Name	Creator Description	Approver	Printer	Amount
012363 Printed	05/20/2026 05/20/2026	MRG Hauff WWPS 2800	No 194689 TRACK TEAM FUND	Sherri Coach Track Apparel	Sherri	Sherri	101.53
012363 Printed	05/20/2026 05/20/2026	MRG Hauff WWPS 2800	No 194690 TRACK TEAM FUND	Sherri Coach Track Apparel	Sherri	Sherri	61.58
012364 Printed	05/20/2026 05/20/2026	Future Business Leaders of America, WWPS 1000	No Reg#103761 GENERAL ATHLETICS	Sherri JCover-2026 NLC Reg	Sherri	Sherri	696.00
012365 Printed	05/20/2026 05/20/2026	Charles Cover WWPS 2800	No CCover-Reimb May2026 TRACK TEAM FUND	Sherri Tape Measure	Sherri	Sherri	36.37
012366 Printed	05/20/2026 05/20/2026	USBANK WWPS 1000 2900 3100 4000 4100 6000 6100 7200 7300 7350 7500 8000 9000	No 04/27/2026 GENERAL ATHLETICS WWPS CHEERLEADERS CONCESSIONS HONOR CHOIR (SELECT) ANNUAL MUSICAL CLASS OF 2026 CLASS OF 2027 NHS FFA LIMESTONE COFFEE SPEECH FIELD TRIPS PBIS	Sherri Monthly CC Purchases	Sherri	Sherri	316.31 52.63 7.20 103.07 16.47 114.59 1,165.47 352.99 806.46 152.88 123.36 139.03 14.99
							3,365.45
012368 Printed	05/20/2026 05/20/2026	Nebraska Wesleyan University WWPS 2900	No Balance 2026 WWPS CHEERLEADERS	Sherri Cheer Camp	Sherri	Sherri	2,725.00
012369 Printed	05/20/2026 05/20/2026	Lee G. Simmons Wildlife Safari Park WWPS 8000	Yes 55219 FIELD TRIPS	Sherri K Fieldtrip	Sherri	Sherri	120.00
012370 Printed	05/20/2026 05/20/2026	CMC Neptune, LLC WWPS 1000	No 25605 GENERAL ATHLETICS	Sherri Annual Subscription	Sherri	Sherri	1,620.00
012371 Printed	05/20/2026 05/20/2026	Awards Unlimited WWPS 1000	No 332732 GENERAL ATHLETICS	Sherri NHS/Moore Awards	Sherri	Sherri	61.62
012372 Printed	05/20/2026 05/20/2026	FloSports, Inc. WWPS 1000	No 385073132 GENERAL ATHLETICS	Sherri WWPS JH Quint	Sherri	Sherri	44.00

Check Detail

Sorted by Check Number, Site ID.
From 05/16/2026 to 06/12/2026.

Check # Status	Issue Date Status Date PO Number	Vendor Name Site ID Activity ID	1099? Invoice Number Activity Name	Creator Description	Approver	Printer	Amount
012373 Printed	05/20/2026 05/20/2026	Amazon Capital Services WWPS	No 1LJ4-JWPR- WWQH	Sherri Monthly Amazon Purchases	Sherri	Sherri	
		1000	GENERAL ATHLETICS				194.76
		2900	WWPS CHEERLEADERS				260.51
		3300	A/R RECEIVABLES				1,814.73
		6100	CLASS OF 2027				-31.90
							2,238.10
012373 Printed	05/20/2026 05/20/2026	Amazon Capital Services WWPS	No 1QK4-KM3T-GP7X	Sherri Limestone Coffee Supplies	Sherri	Sherri	
		7350	LIMESTONE COFFEE				3,257.15
012374 Printed	05/20/2026 05/20/2026	Arlington Public Schools WWPS	No Trading Pins 2026	Sherri FBLA Nationals	Sherri	Sherri	
		7000	FBLA				30.00
012375 Printed	05/20/2026 05/20/2026	University of Nebraska-Lincoln WWPS	No KallieAnnBrack202	Sherri Stud ID 0782525977	Sherri	Sherri	
		3200	A/P PAYABLES				500.00
012375 Printed	05/20/2026 05/20/2026	University of Nebraska-Lincoln WWPS	No ClaraAnneMeyer20	Sherri Stud ID 0215530693	Sherri	Sherri	
		3200	A/P PAYABLES				500.00
012376 Printed	05/20/2026 05/20/2026	Teamleader WWPS	No 500772	Sherri 26/27 Cheer Uniforms	Sherri	Sherri	
	000052	2900	WWPS CHEERLEADERS				4,228.23
012377 Printed	05/20/2026 05/20/2026	Cross County High School WWPS	No GBB060426	Sherri Team Camp	Sherri	Sherri	
		2400	GIRLS BASKETBALL TEAM FUND				200.00
012378 Printed	05/20/2026 05/20/2026	Riddell All American Sports WWPS	No 952544582	Sherri Mouthguards	Sherri	Sherri	
		1000	GENERAL ATHLETICS				45.00
012379 Printed	06/02/2026 06/02/2026	No Gnome-Sense Creations WWPS	Yes WW Cheer 2026	Sherri Cheer Embroidery	Sherri	Sherri	
		2900	WWPS CHEERLEADERS				96.00
012380 Printed	06/03/2026 06/03/2026	Scott Jensen WWPS	No BBB060326-1	Sherri BB Official	Sherri	Sherri	
		1000	GENERAL ATHLETICS				120.00
012381 Printed	06/03/2026 06/03/2026	Jeff Hutfless WWPS	Yes BBB060326-2	Sherri BB Official	Sherri	Sherri	
		1000	GENERAL ATHLETICS				120.00
012382 Printed	06/03/2026 06/03/2026	Kelvin Nesbit WWPS	Yes BBB060326-3	Sherri BB Official	Sherri	Sherri	
		1000	GENERAL ATHLETICS				120.00

Check Detail

Sorted by Check Number, Site ID.
From 05/16/2026 to 06/12/2026.

Check #	Issue Date	Vendor Name	Creator	Approver	Printer	Amount	
Status	Status Date	Site ID	1099?	Invoice Number	Description		
	PO Number	Activity ID	Activity Name				
012383	06/03/2026	John Robinson			Sherri	Sherri	Sherri
Printed	06/03/2026	WWPS	Yes	BBB060326-4	BB Official		120.00
		1000		GENERAL ATHLETICS			
012384	06/08/2026	Nebraska Wesleyan University			Sherri	Sherri	Sherri
Printed	06/08/2026	WWPS	No	2026 Cheer Camp	Commuter Coach Fee		250.00
		2900		WWPS CHEERLEADERS			
012385	06/08/2026	Wilbur/Clatonia Public School			Sherri	Sherri	Sherri
Printed	06/08/2026	WWPS	No	BBB 2026	Team Camp		200.00
		2300		BOYS BASKETBALL TEAM FUND			
012386	06/08/2026	LINCOLN CHILDREN'S MUSEUM INC			Sherri	Sherri	Sherri
Printed	06/08/2026	WWPS	No	FT12229679	PreK Field Trip		130.00
		8000		FIELD TRIPS			
012387	06/08/2026	Lincoln Children's Zoo			Sherri	Sherri	Sherri
Printed	06/08/2026	WWPS	No	71858141	Pre K Field Trip		490.00
		8000		FIELD TRIPS			
012388	06/08/2026	Dawn Bickford			Sherri	Sherri	Sherri
Printed	06/08/2026	WWPS	No	DBickford - Reimb-	Gas for Track Van		46.89
		1000		5/2026			
				GENERAL ATHLETICS			
012389	06/08/2026	Antonyo Johnson			Sherri	Sherri	Sherri
Printed	06/08/2026	WWPS	No	5/19/2026	Banner Pictures		500.00
		6000		CLASS OF 2026			
012390	06/08/2026	BSN SPORTS			Sherri	Sherri	Sherri
Printed	06/08/2026	WWPS	No	934252745	Football Belt		10.56
		1000		GENERAL ATHLETICS			
012391	06/08/2026	ASPi Solutions, Inc.			Sherri	Sherri	Sherri
Printed	06/08/2026	WWPS	No	2026 Bound	Bound Basic 26/27		500.00
		1000		GENERAL ATHLETICS			
012392	06/08/2026	Noteworthy Productions, Inc.			Sherri	Sherri	Sherri
Printed	06/08/2026	WWPS	Yes	Tour # 10169	Application Fee		125.00
		4400		BAND - INSTRUMENTAL MUSIC			
012393	06/08/2026	ADAM DEMIKE			Sherri	Sherri	Sherri
Printed	06/08/2026	WWPS	No	FB 2025	Donation for Help with Football		590.00
		2000		FOOTBALL TEAM FUND			
012394	06/08/2026	Classic Sportswear & Awards			Sherri	Sherri	Sherri
Printed	06/08/2026	WWPS	No	64393	Chenille WW Letters		220.65
		1000		GENERAL ATHLETICS			
012395	06/08/2026	Nebraska School Activities Association			Sherri	Sherri	Sherri
Printed	06/08/2026	WWPS	No	NSAA Registration	NSAA Registration 26/27		1,325.00
		1000		GENERAL ATHLETICS			

Check Detail

Sorted by Check Number, Site ID.
From 05/16/2026 to 06/12/2026.

Check #	Issue Date	Vendor Name	Creator	Approver	Printer	
Status	Status Date	Site ID	1099?	Invoice Number	Description	Amount
	PO Number	Activity ID	Activity Name			
012396	06/08/2026	NEBRASKA COACHES ASSOCIATION	Sherri	Sherri	Sherri	
Printed	06/08/2026	WWPS	No	Membership Registration	Membership Registration 26/27	
		1000	GENERAL ATHLETICS			1,595.00
012397	06/09/2026	Jordyn Campbell	Sherri	Sherri	Sherri	
Printed	06/09/2026	WWPS	No	Summer2026GWR	Summer Clinicians	
		2600	GIRLS WRESTLING TEAM FUND			125.00
012398	06/09/2026	Rylan Hanson	Sherri	Sherri	Sherri	
Printed	06/09/2026	WWPS	No	Summer2026GWR	Summer Clinicians	
		2600	GIRLS WRESTLING TEAM FUND	-1		125.00
012399	06/10/2026	Scott Jensen	Sherri	Sherri	Sherri	
Printed	06/10/2026	WWPS	No	BBB061026-1	BBB Official	
		1000	GENERAL ATHLETICS			80.00
012400	06/10/2026	Jeff Hutfless	Sherri	Sherri	Sherri	
Printed	06/10/2026	WWPS	Yes	BBB061026-2	BBB Official	
		1000	GENERAL ATHLETICS			80.00
012401	06/10/2026	Kelvin Nesbit	Sherri	Sherri	Sherri	
Printed	06/10/2026	WWPS	Yes	BBB061026-3	BBB Official	
		1000	GENERAL ATHLETICS			120.00
012402	06/10/2026	John Robinson	Sherri	Sherri	Sherri	
Printed	06/10/2026	WWPS	Yes	BBB061026-4	BBB Official	
		1000	GENERAL ATHLETICS			120.00

Grand Total : 27,039.13

Breakfast / Lunch Prices

Breakfast Program - Grades PreK-5

Regular Price: \$2.60

Breakfast Program - Grades 6-12

Regular Price: \$2.75

Lunch Program - Grades PreK-5

Regular Price: \$3.55

Lunch Program - Grades 6-12

Regular Price: \$3.75

Post Secondary Education Costs - The costs of these items will naturally vary, but the maximum dollar amount of the fee is anticipated to be **\$300/credit hour.**

Participation in Summer School or Night School - The maximum dollar amount charged by the District for summer and/or night school shall be **\$500.**

Facility Use Fees

We will not charge a fee if the activity involves Weeping Water Students (i.e.: Youth Sports, PTO Carnival, etc.) If you charge admission, we will charge a fee for usage.

Main Gym Rental: \$100 for 4 hours; \$10 for each additional hour.

Secondary Gym Rental: \$50 for 4 hours; \$10 for each additional hour.

Kitchen/Cafeteria Rental: \$100 for 4 hours; \$10 for each additional hour.

Classrooms: \$25 for 4 hours

Table: \$10/table

Chair: \$5/chair

5045.1 Childcare/Prekindergarten Fees

2026/2027 Childcare Rates

- Infants: \$245/week
- Toddlers: \$235/week
- Pre-K during the School Year: \$200/week enrolled in half day WWPS PreK
- Pre-K Summer Rate: \$225

Discounts

Children of Childcare Employees

- Children of WWPS Childcare Employees will be charged at 10% of the normal rate for each child.
- Children of WWPS Childcare Employees hired after September 1, 2024 will be charged at 50% of the normal rate during their 1st year of employment. After their 1st year, they will be charged at a rate set by the WWPS Board of Education.

Children of other WWPS Employees

- Children of WWPS employees will be charged at 50% normal rate for each child.

Children considered "at-risk" for Sixpence

Children/Families that fall into one of the four (4) at-risk factors and qualify for one of the programs Sixpence slots may attend the childcare center at a discounted rate. This discount may range from 50% up to 100% of the childcare rate. This final rate will be determined by the superintendent or designee based on the following criteria:

- Children (Birth to 3 yrs.) whose family income would qualify for participation in the federal free or reduced lunch program;
- Children (Birth to 3 yrs.) who were born prematurely or at low birth weight as verified by a physician;
- Children (Birth to 3 yrs.) who reside in a home where language other than spoken English is used as the primary means of communication;
- Children (Birth to 3 yrs.) whose parents are younger than twenty years old (20) at enrollment or who have NOT completed high school.

2026/27 Prekindergarten rates - Admission is contingent upon capacity

- Non-resident student(s) who also attend Bright Arrows Childcare: \$25/week and Foundation Aid for 2026/27 (basis for the payment of a kindergarten aged student being retained in Prekindergarten). This will be determined based on State Aid Calculations. Please check with the superintendent for the most current foundational aid amount.
- Non-resident student(s) who does not attend Bright Arrows Childcare: \$200/week and Foundation Aid for 2026/27 (basis for the payment of a kindergarten aged student being retained in Prekindergarten). This will be determined based on State Aid Calculations. Please check with the superintendent for the most current foundational aid amount.

***This fee is on top of any non-resident fee that may also be applied.**

**5045.2
Fitness Center Fees**

Membership Type

Resident/Alumni/Staff Membership - No Membership Fee - \$50 Annual FOB Fee / \$10 the secondary FOB / \$5 for each student FOB

- _____ Residents of the Weeping Water Public Schools District
- _____ Alumni of WWHS (Allowed on additional person)*
- _____ Staff of WWPS (Allowed on additional person)*
- _____ Parents of students who have opted into the district
- _____ Additional people as granted Superintendent or BOE - The Superintendent or Board may grant additional people access if they determine access fits within the Board's intent.

Each memberships must reside within the same domicile. Parents living in separate homes are subject to two different memberships depending on the situation.

* The plus 1 is set at the Sign-up / August renewal date and cannot change during the membership year.

Non-Resident Memberships – Anyone who does not qualify for the Resident/Alumni/Staff Membership (Secondary/Children memberships are not allowed.)

Individual Membership

- _____ \$40 monthly Membership Fee** plus an annual FOB Fee of \$30
- _____ \$440 annual Membership Fee (annual FOB Fee waived)

Couple Membership

- _____ \$70 monthly Membership Fee ** plus an annual FOB Fee of \$30
- _____ \$770 annual Membership Fee (annual FOB Fee waived)

Family Membership

- _____ \$100 monthly Membership Fee ** plus an annual FOB Fee of \$30
- _____ \$1100 annual Membership Fee (annual FOB Fee waived)

** Monthly fee requires the members provide a debit/credit card and allow for automatic monthly charges.

Payment

Payment Type (Debit/Credit Card is required for monthly memberships):

- _____ Cash
- _____ Check: Check # _____
- _____ Debit/Credit Card

Card Number _____

Exp Date: _____ CVV: _____ Billing Zip _____

First name on Card _____ Last name on Card _____

Signature of cardholder _____ Date: _____

RELEASE, WAIVER AND INDEMNIFICATION OF CLAIMS FOR USE OF THE SCHOOL DISTRICT'S FITNESS CENTER

I, the undersigned, have read this release and understand all its terms. I execute it voluntarily and with full knowledge of its significance. I UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION.

Declaration. I do hereby declare myself to be physically sound and suffering from no condition, impairment, or other illness that would prevent my safe participation or use of the facilities and equipment. I do further hereby acknowledge that I must obtain a Physician's approval for my participation in exercise/fitness/weight loss activities at the fitness center, including the use of equipment. I acknowledge that I have either had a physical examination and have been given my Physician's permission to participate, OR that I have decided to utilize the amenities of the fitness center without the approval of a Physician and do hereby assume all responsibilities.

Acknowledgment of Risks. I understand and agree that fitness activities, equipment, and amenities available in the fitness center may be strenuous and/or hazardous and I should contact a healthcare professional or doctor before beginning any new activities or weight loss program. **I am voluntarily participating in these activities and using the facilities and equipment of with full knowledge of the dangers involved.** I understand the risks associated with weight lifting and other available exercise amenities in the fitness center, including cardiovascular and other fitness activities, and that those risks include, but are not limited to, the possibility of muscle strain, broken bones, back injury or head injury, which may be severe in nature and which could result in paralysis or even death. **I hereby agree to expressly and voluntarily assume and accept any and all risks of injury or death related to these activities.**

Release, Waiver and Indemnification. In consideration of permission granted by the District to use the District's fitness center, and in the addition to any payment of any fees or charges, I do hereby waive, release and forever discharge the District, its board of education, officers, agents and employees from all actions, causes of action, damages, claims or demands that we, our heirs, executors, administrators, or assigns may have against the District and the parties named above for all personal injuries or loss of property which I incur by using the fitness center and its equipment or that otherwise result from my participation in any fitness center activities, whether such injuries are caused by my negligence or the negligence of the District or any of its employees, representatives, or volunteers. I agree to indemnify the District, its board of education, officers, agents, and employees and to pay for any costs, attorney fees, or awards that may result from resisting any complaint or lawsuit which I may bring against the above-named parties for any injury or loss I claim to have suffered.

Responsibility for Supervision. I understand that the fitness center will be available to me only during hours designated by the administration, and that I am responsible for my own use of the fitness center and equipment at all times. I will inspect the facilities and equipment of the fitness center upon each visit before using any equipment. The District provides no training, supervision, or assistance. The District is not responsible for lost, stolen, or damaged property.

Compliance with Rules. I agree to abide by all District and fitness center rules, regulations, and policies now in force or that may be adopted in the future, and all directives given to me pertaining to the use of the fitness center.

We, the undersigned, have read this Application and Release and understand all its terms. We execute it voluntarily and with full knowledge of its significance. WE UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY AND AN INDEMNIFICATION FOR OURSELVES AND OUR CHILD.

THIS DOCUMENT CONTAINS A RELEASE, A WAIVER AND AN INDEMNIFICATION. READ IT CAREFULLY BEFORE SIGNING IT.

Name (printed): _____

Date: _____

Signature: _____

WWPS Fitness Rules and Regulations

By signing this Agreement, you acknowledge that Weeping Water Public Schools (“District”) may establish rules and regulations governing the conduct of guests using the fitness facility, and you agree to follow them. These include but are not limited to hours of availability, limitations on use of amenities and/or equipment, and limitation of access upon no notice to the Applicant.

Services and Access: The District agrees to provide you with use of its facilities and equipment available in the fitness center. The District reserves the right to add or delete services, amenities, and hours. You will be provided a key to access the fitness center. The annual cost for the FOB and access is listed in the application.

Access is limited to the weight room, walking track, main gym and adjacent areas. Membership does not grant the member access to the rest of the school facility. Individuals who access other parts of the facility may have their access revoked.

Superior Interest in Usage. The primary use of the fitness center is for District students and programs. The District reserves the right to close the fitness center to outside use at any time and without notice to Applicant when, in the judgment of the District, it will benefit the students and programs of the District.

Compliance with Laws: In performing under this Agreement, all applicable governmental laws, regulations, orders, and other rules of duly-constituted authority will be followed and complied with in all respects by both parties. The Applicant understands this may limit access to the facilities with no notice provided to the Applicant.

Video Monitoring: The District uses video cameras on its property and makes recordings as part of its security processes. Video cameras may be used in locations deemed appropriate by the District.

Unauthorized Use: Use of the facility is limited to those individuals who have paid the appropriate fee and sign the necessary documents. If any member allows a non-member to use the facility, that member will be fined \$10 per day per non-member. This fine applies to both resident and non-resident members. A non-member is anyone who has not signed the waiver and paid the appropriate fee. Accumulating a fine of \$40 without payment or failure to pay a prior fine upon the August renewal, the member’s access will be denied.

Membership renewal – The Fitness Center year runs September 1st through August 31st. All members are required to renew their membership in the month of August. New members who enroll in the middle of the year will have their membership fees prorated.

WWPS Fitness Center Regulations

- When using the weight room, children ages 14 through age 18 or until high school graduation whichever comes first, must be accompanied by another person of lifting age (14 and older).
- No tobacco, drugs, or illegal substances of any kind are allowed in the facility or on grounds.
- Disrupting or interfering with the workout of another patron is not permitted. Respect the rights of others by using courteous and appropriate behavior. Profanity is not allowed.

- Personal headsets or earbuds are welcome as long as the volume is not disruptive to others.
- No personal boom boxes, blue tooth speakers, or stereos allowed.
- Food is not allowed in the facility or in programs. Closed beverage containers are permitted. No glass containers are allowed.
- Please wipe down the equipment before and after use.
- No equipment is to be moved from its designated area and may not be taken out of the Fitness Center.
- Use of a towel while working out is highly recommended. We do not provide towels. Please bring your own.
- Weight plates are not to be leaned against equipment stands and machines.
- After utilizing equipment, strip bars and return plates and dumbbells to proper storage areas.
- Dumbbells and weight plates cannot be dropped on the floor for any reason.
- Please perform exercises with weight that you can safely lift without the need for spotting or contact with others.
- Shirts, shorts/pants, and shoes will be worn at all times.
- It is the member's responsibility to follow posted rules.
- Use of the Fitness Center is considered a privilege. Individuals who do not comply with the established policies will be asked to leave and may have their membership revoked.

Hours

The fitness center is open to the public when not in use by the school.

As a general rule during the school year, the fitness center is closed:

- Monday through Friday 6:30am to 6:30pm
- During school fine arts convocations, honors nights and banquets held in the main gym.
- During large athletic tournaments / events
- The walking track/gym is closed during regular season games in the main gym.

Summer hours are determined in May and will be posted accordingly. The fitness center is closed:

- During School Lifting Sessions
- The walking track is closed during summer league games/camps in the main gym.

The District reserves the right to close the fitness center to outside use at any time and without notice to Applicant when, in the judgment of the District, it will benefit the students and programs of the District.

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.~~

Method of Publishing Notice of Meetings. The board will publish reasonable advanced notice of all meetings on its website. The notice will contain a statement that the current agenda is available for inspection at the Superintendent's office during normal business hours. The Superintendent or designee may but is not required to provide information about meetings in other ways, such as social media or posting notices in physical locations in the district.

Publication of Notice Method and Regular Meeting Schedule. Four times per year, in a newspaper of general circulation, the board will publish its regular meeting schedule, location of regular meetings, and the designated method of publishing meeting notices.

Publication Procedure if the Newspaper Will Be Finalized for Printing Prior to the Time and Date of the Meeting. Notice of regular and special meetings shall be (1) published in a newspaper of general circulation within the district that is finalized for printing prior to the time and date of the meeting, (2) posting on the newspaper's website, if available, and (3) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers.

~~**Publication Procedure if the Newspaper Will Not Be Finalized for Printing Prior to the Time and Date of the Meeting.** Notice of regular and special meetings shall be (1) posting on the newspaper's website, if available, and (2) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the school district's jurisdiction is to be finalized for printing prior to the time and date of the meeting.~~

~~Newspapers of general circulation in the district include the . 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, (2) request the newspaper submit a post on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (3) 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 and the written request to the newspaper.~~

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.~~

4.3. 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~~The and meeting minutes 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.

The Superintendent will make a copy of the Open Meetings Act available at all meetings.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3003

Bidding for Construction, Remodeling, Repair, or Site Improvement

I. Applicability of this policy.

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

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

II. Projects with an Estimated Cost of Less than \$109136,000

- A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than \$109136,000.
- B. Prior to solicitation of the quotes and/or estimates, the superintendent will determine whether the district will accept oral submissions.
- C. Quotes and/or estimates may be solicited by the superintendent or his/her designee without board action.
- D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.
- E. The district may use a Nebraska state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.
- F. Nothing in this subsection prohibits or requires the use of the formal bidding procedures. If the district is going to solicit formal bids for projects of less than \$109136,000 they must follow the formal procedures outlined in this policy.

III. Formal Bidding for Major Purchases and Construction

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

exceeds \$~~109~~136,000 for the construction, remodeling or repair of a school-owned building or for site improvement.

B. In projects that involve professional engineering or architecture, the board will have a registered professional engineer or architect prepare the plans, specifications, and estimates when the anticipated cost of the project exceeds \$144,000.

C. Advertising for Bids

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

D. Bid Documents

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

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

I. Applicability of the Policy

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

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$~~109~~136,000, 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~~327 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 \$250350,000

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 \$10,00015,000 (Micro-Purchases)

Micro-purchase means an individual procurement transaction for supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,00015,000. 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 \$10,00015,000 and \$250350,000 (Simplified Acquisition Procedures)

For construction projects subject to this policy, simplified acquisitions are purchases that, in the aggregate amount, is more than \$10,00015,000 and less than \$250350,000 annually. For simplified acquisitions, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts.

- B. Construction Projects with an estimated cost of between \$109136,000 and \$2349,999 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 \$109136,000 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 \$109136,000 and \$250350,000.

IV. Construction Projects with an Anticipated Cost Over \$250350,000

A. Sealed Bids: All constructions projects subject to this policy with an anticipated cost of \$250350,000 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 200.322327 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, 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~~ reviewing 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.[333334](#).
- 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

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

D. Enforcement

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

VII. Financial Management

A. Identification.

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

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

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

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

E. Budget Control

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

F. Payment Methods

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

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

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

G. Allowability of Costs

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

When determining how the District will spend its grant funds, the Superintendent or his/her designee will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part [200, Subpart E](#). The Superintendent or his/her designee must consider these factors when making an allowability determination.

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

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

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

While the deduction method is the default method, the District always refers

to the grant award notice prior to determining the appropriate use of program income.

I. Cost Sharing or Matching

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

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

J. Documentation of Personnel Expenses

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

VIII. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.~~326~~-327 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus

area firms are used when possible consistent with state law.

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

C. Record Keeping

1. Record Retention

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

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

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

2. Maintenance of Procurement Records

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

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

D. Privacy

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

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~~15,000 (Micro-Purchases)

Micro-purchase means an individual procurement transaction for supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed ~~\$10,000~~15,000. 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~~15,000 and ~~\$250,000~~350,000 (Simplified Acquisition Procedures)

Simplified acquisitions are purchases that, in the aggregate amount, are more than ~~\$10,000~~15,000 and less than ~~\$250,000~~350,000 annually. For simplified acquisitions, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

3. Purchases Over ~~\$250,000~~350,000

a) Sealed Bids (Formal Advertising)

For purchases over ~~\$250,000~~350,000, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement. If sealed bids are not accepted for a purchase of over ~~\$250,000~~350,000, the district will retain an explanation for that decision.

b) Contract/Price Analysis

The District performs a cost or price analysis in connection with every procurement action in excess of ~~\$250,000~~350,000, 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 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~~\$350,000.

5. **Competitive Proposals.**

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

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

C. Use of Purchase (Debit & Credit) Cards

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

D. Federal Procurement System Standards

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

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

E. Debarment and Suspension

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

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

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

F. Settlements of Issues Arising Out of Procurements

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

III. Conflict of Interest and Code of Conduct

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

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

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

C. Favors and Gifts

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 equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$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 \$10,000, regardless of the length of its useful life. 2 C.F.R. §200.94.

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

If the item has a current fair market value of \$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. The Superintendent or his/her designee will utilize sales procedures which ensure the highest possible return on the disposal of the equipment.

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.

L. Reporting and Recording Federal Property Interest

The district will comply with federal interest reporting and submit annual reports, if required, regarding a real property interest due to a renovation, major remodeling, construction, or real property project funded by federal grant funds.

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. The District takes reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information.

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 200, Subpart E. The Superintendent or his/her designee must consider these factors when making an allowability determination.

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

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

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

approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

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

I. Cost Sharing or Matching

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

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

J. Documentation of Personnel Expenses

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

VI. Written Compensation Policies

A. Time and Effort Standards

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. This includes an employee whose salary is paid with state or local

funds but is used to meet a required “match” in a federal program. These documents, known as time and effort records, are maintained in order to charge the costs of personnel compensation to federal grants. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

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

B. Time and Effort Procedures

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

C. Fringe Benefits

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

D. Leave

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

E. Unexpected or Extraordinary Circumstances

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

F. Documentation for Personnel Expenses

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

VII. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

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

C. Record Keeping

1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show

compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

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

2. Maintenance of Procurement Records

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

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

D. Privacy

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

E. Travel Costs

All travel expenses paid with federal grant funds shall meet the federal requirements such as:

- (1) All travel costs must be reasonable and necessary;
- (2) All travel costs must be consistent with District policy; and
- (3) All travel costs must be directly related to the grant award.

In addition, all travel expenses funded with federal grant funds must be preapproved by the Superintendent or designee. The state per diem rates for lodging shall be used to determine that maximum amount charged to a federal grant. For reimbursement of meals, the per diem rate and rules set by the State of Nebraska through the Nebraska Department of Administrative Service's Expense Reimbursement Document "ERD" Guidelines will apply. There will be no reimbursement for breakfast if the staff member's lodging provides continental breakfast at no cost. For reimbursement for mileage or fuel, the State of Nebraska mileage rate will apply. If a District-owned vehicle is available for travel, the District-owned vehicle must be utilized unless preapproved by the Superintendent or designee. All expenditures claimed by staff must include receipts and a completed voucher.

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

3048 Communicable Disease

The ~~school~~ district strives to provide a safe environment for both students and staff while safeguarding the rights of all students and employees, including those with communicable diseases. [The district complies with Neb. Rev. Stat. §§ 79-217 to 79-223 and Title 173 Nebraska Administrative Code, Chapter 3.](#)

~~**Communicable Diseases.**—Communicable diseases are defined by the Nebraska Department of Health and Human Services in Title 173 Nebraska Administrative Code Chapter 1 and include HIV/AIDS, Hepatitis (A, B, and E), Measles, Mumps, and Tuberculosis.~~

~~**School Attendance and Participation in School Sponsored Activities.** A student who has been~~**Definitions.** [Terms used in this policy have the meanings given in 173 NAC 3-002. A “reportable communicable disease” means a disease that must be reported under 173 NAC, Chapter 1.](#)

~~**Signs and Symptoms; Sending Students Home.** Staff will watch for signs and symptoms of contagious or infectious disease. These signs and symptoms include fever, flushed face, headache, body aches, unexplained tiredness, loss of appetite, stomach ache, nausea, vomiting, diarrhea, convulsions, sore throat, nasal congestion or discharge, unexplained skin eruption, and sore or inflamed eyes. The district will notify the parent or guardian of the student’s signs or symptoms. Upon notice, the parent or guardian must immediately cooperate with the district to arrange safe transportation home or another appropriate caregiver for the student. The district will report any failure to reasonably cooperate with the district to the Department of Health and Human Services or local law enforcement as appropriate.~~

~~**Notice to School Authority.** When the district sends a student home for a suspected contagious or infectious disease, the principal or school nurse will notify the superintendent or designee without delay.~~

~~**Reports to Public Health.** The school nurse, or a person acting in the capacity of a school nurse, will report each case or suspected case of a reportable communicable disease. The report must go to the local public health department or the Nebraska DHHS Division of Public Health as provided in 173 NAC 1-007.04.~~

~~**Exclusion From School.** The district will exclude a student with a confirmed communicable disease for at least the minimum isolation period in Attachment 1 to 173 NAC, Chapter 3. The student must be free of acute signs and~~

symptoms. The student must be fever-free for 24 hours without fever-reducing medication before returning to school.

School Attendance and Participation in School Sponsored Activities.

The district will provide educational services to a student diagnosed with a communicable disease shall be provided with educational services in accordance with state law and board policy. Generally, individuals with a communicable disease will be restricted only to the extent necessary as required by law. The district will restrict the student as needed to prevent the transmissionspread of the disease, to protect theirthe student's health and rights of privacy, and to protect the health and safety of others. The decision regarding a student's education program and placement shall be made on an individual basis in light of current medical and educational information and recommendations. These will be determined by the superintendent, the student's Section 504 or Individualized Education Program (IEP) team, or the district's Crisis Team. In addition, participation in Nebraska School AthleticParticipation in Nebraska School Activities Association (NSAA) events will beis subject to itsNSAA rules and procedures, if anythe provisions of the district activity handbook.

Infection and Exposure Control Procedures/Universal Precautions.

The district will monitor the information available through the Federal Centers for Disease Control, the Nebraska Department of Health and Human Services, and the Occupational Safety and Health Administration. This policy and any procedures, universal precautions, or exposure control planplans will be modified, if appropriate, based upon the best new medical information provided by the above sources.

The superintendent will take appropriate measures if there is an **Outbreaks.** In an outbreak or epidemic or outbreak of a communicable disease which may include, but is not limited to, the emergency exclusion or alternative placement of superintendent may exclude students, reassign students, or close one or more schools. The superintendent will coordinate with the closure of a school building or the entire school district. local health department and the Nebraska Department of Health and Human Services as needed.

Confidentiality. The existence of an individual'sdistrict will keep information about a person's communicable disease shall be treated as confidential and will be limited to school. The district will share information only with staff on a "need-to-know" basis. If it is necessary toWhen the district must inform a person of another'sabout another person's condition (due to exposure, for instance), the person will be notified of, the confidentiality ofdistrict will inform that disclosure. In addition, any communicationperson of the duty to keep the information confidential. The district will communicate about a student's

communicable disease ~~shall be~~ consistent with ~~that~~the student's IEP or Section 504 Plan, if any.

Staff Training. Staff will receive training regarding communicable diseases and the requirements of this policy and any adopted procedures as part of the training received under the Workplace Injury Prevention and Safety Committee policy.

~~**Reporting.** School staff who learn that an individual has a communicable disease will report it to the proper authority as required by Title 173 Nebraska Administrative Code Chapter 1~~

Adopted on: _____

Revised on: _____

Reviewed on: _____

3057 Title IX Policy

As required by Title IX of the Education Amendments of 1972, it is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities, or in regards to admission or employment. Any person may report sex discrimination, including sexual harassment. This report may be made by any means to the district's Title IX Coordinator, who can be contacted at [Office Address], [Email Address], [Telephone Number]. Any other inquiries regarding the application of this policy should be referred to the Title IX Coordinator.

Definitions. As used in this policy, the following terms are defined as follows:

- **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- **Formal complaint** means a document or electronic submission filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment and requesting that the district investigate the allegation of sexual harassment. At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity.
- **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.
- **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.
- **Sexual harassment** means conduct on the basis of sex where (1) An employee of the district conditions the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct; (2) An individual experiences unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies the person equal access to the district's education program or activity; (3) An individual experiences a sexual assault, dating violence, domestic violence, or

stalking as further defined below. Any report of conduct not meeting these definitions will not require the grievance procedure described in this policy.

- **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:
 - **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.
 - **Rape**—(Except Statutory Rape) Penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, or by a sex-related object. The carnal knowledge of a person, without the consent of the victim, This definition includes including instances in which where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity (including due to the influence of drugs or alcohol) or because of age. Physical resistance is not required on the part of the victim to demonstrate lack of consent.
 - ~~**Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity~~
 - ~~**Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity~~
 - **Criminal Sexual ContactFondling**—The intentional touching of the clothed or unclothed private body parts of another person for the purpose of sexual gratification, without the consent of the victim for the purpose of sexual degradation, sexual gratification, or sexual humiliation. The forced touching by the victim of the actor's clothed or

unclothed body parts, without consent of the victim for the purpose of sexual degradation, sexual gratification, or sexual humiliation. This offense includes instances where the victim is incapable of giving consent because of age or incapacity due to temporary or permanent mental or physical impairment or intoxication for the purpose of sexual degradation, sexual gratification, or sexual humiliation., including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

- ~~Unlawful Sexual Intercourse~~ **Sex Offenses, Non-forcible— (Except Prostitution Offenses)** Unlawful, non-forcible sexual intercourse.
 - **Incest**—Non-forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
 - **Statutory Rape**—Non-forcible sexual intercourse with a person who is under the statutory age of consent
- **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—
 - who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship.
 - The type of relationship.
 - The frequency of interaction between the persons involved in the relationship.
- **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim

who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

- **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—
 - fear for his or her safety or the safety of others; or
 - suffer substantial emotional distress.
- **Supportive measures** are non-disciplinary, non-punitive individualized services offered without fee that do not unreasonably burden the parties. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

Reporting Sexual Harassment. Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the district's Title IX Coordinator. district personnel will not retaliate against any individual based on any report of suspected sexual harassment. Any district employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

Response to Sexual Harassment

General Obligations. When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. For the purposes of this policy "education program or activity" includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district's ability to impose discipline for off-campus misconduct does not necessarily constitute "substantial control" over the respondent and the context. The district's response to an allegation of sex harassment will treat complainants and respondents equitably.

Limitations on Discipline. No respondent will have disciplinary sanctions imposed upon him/her until the conclusion of the formal grievance process described below.

Emergency Removal. Disciplinary sanctions do not include removal on an emergency basis where the respondent is an immediate threat to the health or safety of another as a result of allegations of sexual harassment. The district also may place any employee on administrative leave during the pendency of the grievance process below.

Grievance Process for Formal Complaints of Sexual Harassment

General Obligations. All Title IX team members and individuals carrying out district obligations will comply with the regulatory requirements of objective evaluations, avoiding conflict of interest or bias, training, and protection of legally privileged information.

Presumption. It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

Grievance Procedure

Time Frames. The district will resolve grievances in a time frame that is reasonably prompt. Good cause for delay may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

Range of Possible Sanctions and Remedies. At the conclusion of the grievance process, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion and/or immediate discharge from employment.

Separation of Roles. The decision-maker cannot be the same person as the Title IX Coordinator or the investigator(s).

Notice of Allegations. Upon receipt of a formal complaint, the district will provide notice of this policy and the allegations to all parties. The notice will include sufficient details known by the district at that time to provide sufficient time to prepare a response before any initial interview. Sufficient details, if known by the district, include the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident. The district will provide notice of additional allegations revealed during an investigation to the parties.

Dismissal of Formal Complaint. The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint, would not constitute sexual harassment even if proven; did not occur in the district's education program or activity; or if the conduct alleged did not occur against a person in the United States.

The district **may** dismiss the formal complaint if, at any time during the investigation or hearing, the complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein; the respondent is no longer enrolled in or employed by the district; or specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon a dismissal, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

Investigation of Formal Complaint. When investigating a formal complaint and throughout the grievance process, the district will designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint. The district may consolidate formal complaints where the allegations of sexual harassment arise out of the same facts or circumstances.

The district will bear the burden of gathering evidence sufficient to reach a determination regarding responsibility. All parties will have an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The district may not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

All parties will have the same opportunity to be accompanied by the advisor of their choice in any meeting or grievance proceeding. This policy does not relieve the advisor of choice of any other applicable legal obligations or limitations. The district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties.

The district will provide written notice of the date, time, location, participants,

and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate.

All parties will have an equal opportunity to inspect and review evidence obtained as part of the investigation if that evidence is directly related to the allegations raised in a formal complaint. The parties will have no less than 10 calendar days to review the evidence and submit a response. The investigative report will fairly summarize the relevant evidence and the investigator will send the finalized report to all parties and their advisors.

Determination Regarding Responsibility. Before the district reaches a determination regarding responsibility, each party may submit written, relevant questions of any party or witness. The decision-maker will provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition are never relevant. Questions about the complainant's prior sexual behavior are only relevant if those questions and evidence are offered (1) to prove that someone other than the respondent committed the conduct alleged by the complainant, or (2) are offered to prove consent and concern specific incidents of the complainant's prior sexual behavior with respect to the respondent. If the decision-maker decides to exclude a question because it is not relevant, he/she will explain the basis for that decision.

The decision-maker will issue a written determination regarding responsibility no sooner than ten days after the parties receive the final investigative report. The decision-maker will apply the preponderance of the evidence standard. The written determination will include:

- Identification of the allegations potentially constituting sexual harassment;
- A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- Findings of fact supporting the determination;
- Conclusions regarding the application of the district's code of conduct to the facts;
- A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary

sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

- The district's procedures and permissible bases for the complainant and respondent to appeal.

The district will provide the written determination to the parties simultaneously. If neither party timely appeals, the determination becomes final. If a party appeals, the determination will become final on the date that the district provides the parties with the written determination of the result of the appeal.

Appeals. The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

Time for Appeal. Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools no later than 5:00 pm on the fifth calendar day after the written determination is issued. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal.

Grounds for Appeal. Appeals are limited to the following grounds:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination or dismissal was made that could affect the outcome of the matter; and
- The Title IX Coordinator, investigator(s), or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The district will notify other parties in writing when an appeal is filed; implement appeal procedures equally for all parties; and ensure that the decision-maker for the appeal is not the same person as the decision-maker, the investigator(s), or the Title IX Coordinator.

The district will give both parties a reasonable, equal opportunity to submit a written statement that supports or challenges the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

Informal Resolution. The district may informally resolve allegations without completing the grievance procedure with the written consent of all parties. The process may not be used when allegations involve an employee harassing a student. As part of this process, the district will provide to the parties in writing a notice stating:

- the allegations;
- the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;
- that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
- any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

Recordkeeping. The district will maintain the following records for a period of seven years:

- Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed, and any remedies provided;
- Any appeal and its result;
- Any informal resolution and its result; and
- All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website, then the district will make these materials available upon request for inspection by members of the public.

The district will also create records documenting any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken. The district will maintain these records for a period of seven years.

Retaliation Prohibited. Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this section. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided that a determination regarding responsibility alone is not sufficient to conclude that any party made a materially false statement in bad faith.

Notification of Policy. The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106,

in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

Publication of Policy. The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

Application Outside the United States. The requirements of this policy apply only to sex discrimination occurring against a person in the United States.

Scope of Policy. Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4017

Relations with Employee Collective Bargaining Associations

The board of education recognizes the right of staff members to belong to professional employee organizations for bargaining purposes pursuant to state statutes. The board will negotiate with employee associations organizations that have been established certified or recognized in accordance with public employee bargaining statutes ~~and will negotiate with local collective bargaining unit representatives at mutually agreeable times~~. The board or administration will coordinate with certified or recognized organizations for purposes of collective bargaining.

~~To facilitate an amicable relationship between the district and any local employee associations, the~~ The district will allow professional employee associations organizations to make reasonable use of district facilities for meetings outside the school's district's and the employees' work hours. With administrative approval, associations organizations may use district resources, post notices of meetings, and provide other information on bulletin boards designated for this purpose, and use district e-mail and mail boxes mailboxes for delivery of employment-related information specific to the organization. Associations Organizations must pay for all supplies used, damage caused, or the loss or theft of borrowed property.

For purposes of recruiting new members, organizations may host or attend certain meetings of certificated staff outside the district's and the employees' work hours. Attendance at any staff meetings does not include all-staff, building-level, committee, or other meetings called by the district, unless those meetings are open to other organizations or if required by law.

Unless otherwise specified in this policy or permitted law, organizations will be treated equally, and the district will not designate any day or break by reference to any specific organization.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4019 Workplace Injury Prevention and Safety Committee

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

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

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

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

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

The superintendent or designee ~~shall~~will assure that the safety training for employees is reviewed annually or more frequently, if needed. He or she ~~shall~~will provide the following, as set forth in the initial written Employer's Injury Prevention Plan:

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

4056
Resignation of Certificated Staff

Certificated staff members who know they will not be returning to employment at the school district for the following school year are encouraged to submit their resignations as early as possible, to enable the board to find suitable replacements. Unless otherwise required by law or contract, the following resignation requirements apply.

SELECT ONE OF THE FOLLOWING PARAGRAPHS

Staff members who submit their resignations to the board of education by the earlier of (a) April 15th or (b) the date designated in a written request of the school board or the administrators to accept employment for the next school year pursuant to section 79-829 (provided that such acceptance date may not be earlier than March 15th of each year) will be released from the next school year's contract. Staff members who refuse to fulfill their contractual obligations will be reported to the ~~Commissioner of Education Professional Practices Committee of the Nebraska Department of Education.~~

OR

Staff members who submit their resignations to the board of education after _____ but before _____ **[insert whatever date your district uses]** will be released from the next school year's contract so long as the board is able to obtain the services of a suitable replacement. Suitability determinations will be made solely by the district and will be based upon, but not limited to, experience, quality, availability of adequate candidates, effect on extracurricular programs, class offerings, and effect on students. Staff members who refuse to fulfill their contractual obligations will be reported to the ~~Commissioner of Education Professional Practices Committee of the Nebraska Department of Education.~~

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

5001 Compulsory Attendance and Excessive Absenteeism

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

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

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

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

Required Attendance

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

Mandatory Attendance Age

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

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

Discontinuing Enrollment – 5 Year Old Students

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

school district until the beginning of the following school year unless otherwise required by law.

Discontinuing Enrollment – 16 and 17 Year Old Students

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

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

Prohibition on Discontinuing Enrollment – Abuse or Neglect Investigation

Upon notice from the Department of Health and Human Services, the District shall not facilitate the transfer or disenrollment of a student whose parent, guardian, or educational decisionmaker is subject to an active investigation by the Department for fourteen days or until further notice from the Department, whichever occurs first.

Attendance Officer

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

Excused Absences – Physical or Mental Illness

Absences shall be excused by a parent, guardian, or educational decision maker, as defined in section 79-530, of the child for physical or mental illness and as documented by a credentialed health professional, provided the

documentation supports such absence. In the instance of chronic illness, documentation shall be reviewed each semester.

Expectations for Regular Attendance:

1. Students are expected to attend every class, every day.
2. The only "excused" absences shall be:
 - ~~a.) absences when a licensed health care provider has confirmed in writing that, in his/her professional medical opinion and within his/her scope of practice, the student or a child whom the student is parenting is so physically or mentally ill that attendance of the student is impracticable or impossible;~~
 - ba.) absences when the Nebraska State Patrol confirms in writing that weather conditions have made the roads impassable so that the student's attendance impracticable or impossible;
 - cb.) student attendance at a school-sponsored activity;
 - dc.) student has been suspended or expelled from school by the school district; and
 - ed.) absences required by law enforcement, child protective services or a court of competent jurisdiction, confirmed in writing to the school district.
3. All other absences, including absences for minor physical or mental illnesses, family events, routine medical appointments are simply "absences."
4. Upon return from every absence or partial-day absence, students must remain after school for 30 minutes to meet with teachers, work on missed assignments or simply to study. The location and supervision of the student will be determined by the building principal in consultation with the student's classroom teacher(s).
5. Students must not be absent from any course more than seven days in any given quarter in order to earn academic credit for that course for that quarter. Students who lose credit in any given course due to absences may appeal that loss of credit to his/her building principal.

Attendance Incentives:

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

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

- Special rewards (movie day, field day, extra recess) for students who have 95% or greater attendance

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

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

First Stage Response to Absences

1. A member of district staff will contact parent via telephone for every absence if the parent has not contacted the school in advance.
2. After a student's third absence in any given quarter, the school's attendance officer will schedule a meeting with the student's parents or guardians. That meeting will be documented on the attached form.
 - a. This meeting must be attended by attendance officer, parents, social worker or principal, and the student (if appropriate)
 - b. The meeting shall be documented
 - c. The meeting shall develop a collaborative plan to assist the student in improving his/her attendance
3. Building principals must meet with teachers who have 10% of their students miss seven or more days of class in any given quarter to review strategies to increase student engagement. A consistent pattern of student absences from a teacher's classes may result in a formal remediation plan.
4. The superintendent must meet with the building principal if more than 10% of students miss seven or more days of class in any quarter to review strategies to improve the school building's climate. A consistent pattern of building-wide absenteeism may result in a formal remediation plan.

Second Stage Response to Absences

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5001 Compulsory Attendance and Excessive Absenteeism

Required Attendance

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

Mandatory Attendance Age

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

Exceptions

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

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

Discontinuing Enrollment – 5 Year Old Students

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

Discontinuing Enrollment – 16 and 17 Year Old Students

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

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

Prohibition on Discontinuing Enrollment – Abuse or Neglect Investigation

Upon notice from the Department of Health and Human Services, the District shall not facilitate the transfer or disenrollment of a student whose parent, guardian, or educational decisionmaker is subject to an active investigation by the Department for fourteen days or until further notice from the Department, whichever occurs first.

Attendance Officer

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

Excused Absences – Physical or Mental Illness

Absences shall be excused by a parent, guardian, or educational decision maker, as defined in section 79-530, of the child for physical or mental illness and as documented by a credentialed health professional, provided the

documentation supports such absence. In the instance of chronic illness, documentation shall be reviewed each semester.

Excused Absences – Others

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

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

2.1. Severe weather

3.2. Medical appointments for the student

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

5.4. Attending a funeral, wedding or graduation

6.5. Appearance at court or for other legal matters

7.6. Observance of religious holidays of the student's own faith

8.7. College planning visits

9.8. Personal or family vacations

Excessive Absenteeism

When a student receives 5 unexcused absences or the hourly equivalent in any semester, the Attendance Officer may send written notification of the student's total absences to the student's parent or guardian. When a student receives **10** unexcused absences or the hourly equivalent in any school year, the Attendance Officer will send written notification of the student's total absences to the student's parent or guardian and offer to meet with the student's parents or guardians to discuss any barriers to the student's attendance. When a student receives **15** unexcused absences or the hourly equivalent in any school year, the Attendance Officer will send written notification of the student's total absences to the student's parent or guardian and shall schedule a meeting with relevant stakeholders to discuss and address any barriers to the student's attendance, unless the Attendance

Officer determines that such a meeting would not be productive in facilitating the student's regular attendance.

When a student is absent more than twenty days per year or the hourly equivalent and any portion of the absences is unexcused, the Attendance Officer

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5003 Admission of Part-Time Students

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

Eligibility and Application for Enrollment. A student may be eligible for part-time enrollment if the student:

1. is of appropriate age to attend school;
2. is a resident of this school district;
- 2.3. ~~is or~~ a resident of another school district attending a private, denominational, parochial, or exempt school, ~~but only. For residents of another school district, the student is only eligible to part-time enroll~~ if
 - a. this school district is the closest to the student's residence that offers the extracurricular sport or activity they desire to participate in, and their resident school district does not offer that sport or activity; ~~or~~
 - b. the school building the student would attend if accepted for part-time enrollment is closer than the school building the student attends or would attend at the resident district;
- 3.4. has not graduated from high school; and
- 4.5. has not received a graduate equivalency diploma.

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

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

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

Grades and Academic Honors. Students accepted for part-time enrollment shall receive grades, report cards, and transcripts, but shall not be eligible to graduate, receive a diploma or qualify for class ranking unless they meet all district requirements including earning a sufficient number of credit hours and semesters of attendance.

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

Extracurricular Sports and Activities. [OPTION 1: accredited private school students can't participate] Students who are enrolled in a private, denominational, or parochial school may not participate in extracurricular sports and activities sponsored by the school district.

[OPTION 2: accredited private school students can participate]. Students who are enrolled in a private, denominational, or parochial school may not participate in extracurricular sports and activities sponsored by the school district if they participate in extracurricular sports and activities at any other public, private, denominational, or parochial school. Any such students who desire to participate in extracurricular sports and activities at the school district must enroll in the following number of credit hours from the school district:

1. -For extracurricular sports and activities regulated by an athletics or activities association in which this school district is a member: 5 credit hours.
2. For extracurricular sports and activities governed by a national or state organization other than an athletics or activities association, such as FFA: the minimum number of credit hours offered by the school district as required by that national or state organization.
3. -For extracurricular sports and activities not regulated or governed by any such entity: [INSERT NUMBER 0-5 credit hours]. ~~must be enrolled in 5 credit hours in this school district to participate. [Choice A: let them participate in non-regulated activities without enrolling in classes]~~ Students seeking to participate in extracurricular sports and activities not regulated by such an entity may participate without enrolling in any classes at the school district but must still fill out the application form. [Choice B: require some number of credit hours from the district to participate in non-regulated activities]. ~~Students seeking to participate in extracurricular sports and activities not regulated by such an entity may only participate if they enroll in at least [insert your number here] credit hours on a part-time basis.~~

Exempt school students may only participate in extracurricular sports and activities if they are enrolled in at least 20 total credit hours per semester, when combining the exempt school credit hours and credit hours taken on a part-time basis at the school district. ~~and enrolled in the number of credit hours at this school district set out below.~~ Exempt school students are not eligible to participate in extracurricular sports and activities sponsored by the school district if they participate in any sport or activity sponsored by any other public, private, denominational, or parochial school. Any such students who desire to participate in extracurricular sports and activities at the school district must enroll in the following number of credit hours from the school district:

1. For extracurricular sports and activities regulated by an athletics or activities association in which this school district is a member: 5 credit hours.
- ~~1.2.~~ For extracurricular sports and activities governed by a national or state organization other than an athletics or activities association, such as FFA: the minimum number of credit hours offered by the school district as required by that national or state organization.
- ~~2.3.~~ For extracurricular sports and activities not regulated or governed by any such entity: [INSERT NUMBER 0-5 credit hours] ~~Any such students who desire to participate in extracurricular sports and activities regulated by an athletics or activities association in which this school district is a member must be enrolled in 5 credit hours in this school district to participate. [Choice A: let them participate non-~~

~~regulated activities without enrolling in classes]. Students seeking to participate in extracurricular sports and activities not regulated by such an entity may participate without enrolling in any classes at the school district but must still fill out the application form. [Choice B: require some number of credit hours from the district to participate in non-regulated activities]. Students seeking to participate in extracurricular sports and activities not regulated by such an entity may only participate if they enroll in at least [insert your number here] credit hours on a part-time basis.~~

All students permitted to participate in extracurricular sports and activities under this policy must also meet all other eligibility requirements set by the board, administration, and coach/sponsor prior to participating and for continued participation in the sport or activity. This includes but is not limited to rules for completing courses; up/down lists for deficient grades and/or incompletes; and all eligibility and other requirements of the Nebraska School Activities Association and any other governing bodies for the activity or sport.

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5004 Option Enrollment

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

1. Definitions

- a. **Option Student Defined.** Option student means a nonresident student who has chosen to attend the school district under the provisions of the option enrollment program.
- b. **Resident School District Defined.** Resident school district means the school district in which a student resides or in which the student is admitted as a resident of the school district pursuant to state law.
- c. **Option School District Defined.** Option school district means the school district that a student chooses to attend other than his or her resident school district.
- d. **Elementary School Defined.** Elementary school means grades K - [redacted].
- e. **Middle School Defined.** Middle school means grades [redacted] - [redacted].
- f. **High School Defined.** High school means grades [redacted] through 12.
- g. **Individual Student Defined.** Individual Student means the individual person seeking to begin attendance as an option student in the school district and who such person's parent or legal guardian has identified in a written application for option enrollment submitted to the school board.
- h. **Applicants Defined.** Applicants means the Individual Student together with all siblings of the Individual Student.
- i. **Siblings Defined.** Siblings means all children residing in the same household on a permanent basis who have the same mother

or father or who are stepbrother or stepsister to each other who have not received a high school diploma or its equivalent.

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

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

4. Automatic Acceptance. The option school district must automatically accept applications of Individual Students under the following circumstances:

a. The Individual Student relocates in a different school district but wants to continue attending his or her original resident school district and the Individual Student has been enrolled in his or her original resident school district for the immediately preceding two years (in which case the time deadlines are waived);

b. The Individual Student relocates in a different school district but wants to continue attending the option school district (in which case the time deadlines are waived); or

3.c. The Individual Student is a sibling of an option student enrolled in the option school district.

4.5. Standards for Acceptance or Rejection of All Other Option Students. For Individual Students not entitled to automatic acceptance as described in the preceding section, no application for option enrollment may be accepted if enrollment in the school district if any of the Applicants would exceed the school district's capacity as described in this section.

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

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

- b. Numeric Capacity.** The board of education may set the numeric capacity of programs, classes, grade levels, or school buildings by operation of this policy or through freestanding action by the board. Numeric Capacity will be determined based upon available staff, facilities, projected enrollment of resident students, and projected number of students with which the option school district will contract based on existing contractual arrangements. Individuals seeking information about the numeric capacity set by the board may contact the superintendent for a copy of that resolution.
- c. Programmatic Capacity.** In addition to the numeric capacity standards referred to above, the board may, by resolution, prior to October 15 of each school year, declare a program, a class, or a school unavailable for the next school year to option students due to lack of capacity. Individuals seeking information about the programs that have been declared to be unavailable due to lack of capacity may contact the superintendent for a copy of the board's resolution.
- d. Other Standards for Acceptance or Rejection of Option Enrollment Applications.** In addition to the numeric and programmatic capacity standards outlined above, the school district shall not accept any application for option studentenrollment when acceptanceenrollment of any of the studentApplicants:

 - i. Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to any of the studentApplicants;
 - ii. Would require the procurement of new equipment, technology, or furnishings;
 - iii. Would cause or require the rearrangement of caseloads for staff and contracted professionals;

- iv. Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
- v. May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.

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

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

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

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

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

5.6. False or Misleading Option Applications. If, prior to the ~~student's~~Individual Student's attendance as an option student, the school district discovers that a previously accepted option application contained false or substantively misleading information about any of the Applicants, the option application will be rejected.

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

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

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

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

9.10. Late Applications and Requests for Release

- a. The board of education may refuse a request of a student seeking to option out of the school district when the option application is submitted after March 15th under the following conditions:
 - i. When the district has already entered into contracts with teaching staff for the following school year;
 - ii. When the district has already contracted for the performance of specific services for the student;
 - iii. When the release of the student would have a negative financial impact or loss of revenue for the district.
- b. The board of education will approve late applications to option into the district under the following conditions:

- i. When the resident district has released the student, or if the student is an option student at the time of such application and applying to become an option student at a subsequent option school district, a release approval from the option school district the student is attending at the time of such application;
- ii. When the student's late enrollment into the district meets the standards for acceptance or rejection of option students contained elsewhere in this policy;

OR

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

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

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

11. Cancellation of Option.

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

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

12. Authority of Superintendent.

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5035 Student Discipline

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

Any disciplinary action taken by staff must be consistent with the requirements of other applicable laws, including but not limited to the IDEA, Section 504, and Title IX.

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

"Parent" means parent, guardian, or educational decisionmaker of the student. "Educational decisionmaker" means a person designated or ordered by a court to make educational decisions on behalf of a child.

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

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

Pre-Kindergarten through Second Grade Students

Notwithstanding any other provision of this policy, an elementary school shall not suspend a student in pre-kindergarten through second grade unless the student:

1. ~~B~~brings a deadly weapon as defined in section 28-109 onto school grounds, into a vehicle owned, leased, or contracted by a school being used for a school purpose or into a vehicle being driven for a school purpose by a school employee or his or her designee, or at a school-sponsored activity or athletic event; or
2. Engages in violent behavior capable of causing physical harm to another student or school employee.

As an alternative to suspension, the school district may take any action authorized by law, including those provided in section 79-258.

Makeup Work for Suspended Students

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

Short-Term Suspension

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

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

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to

further school purposes, or to prevent an interference with school purposes.

2. ~~Prior~~ After the principal has determined that a short-term suspension is necessary, but prior to commencement of the short-term suspension, the student and the Parent will be given oral ~~or~~ and written notice of the charges against the student. They ~~student~~ will be advised of what ~~he~~ or she the student is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to ~~explain and present evidence of~~ the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal will send a written statement to the student, and the student's ~~parent or guardian~~ Parent, describing:
 - a. ~~The~~ student's conduct, misconduct or violation of the rule or standard ~~and~~;
 - b. ~~The~~ reasons for the action taken;
 - c. The actions made by the school to try to discontinue or alleviate the behavior of the student prior to considering suspension;
 - d. Resources the school is able to provide or recommend to assist the student; and
 - e. How the school plans to handle such behavior in the future, including an actionable plan aimed at maximizing strategies to keep the student in school.
- 3.4. ~~An~~ opportunity will be given to the student, and the student's ~~parent or guardian~~ Parent, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school and shall document such effort in writing. The Principal shall determine who, in addition to the ~~parent or guardian~~ Parent, is to attend the conference. If no conference has been held, a Parent may submit a written request to the suspending principal before the student returns to school.
- 4.5. Students who are short-term suspended must be given the opportunity to complete classwork and homework missed during the period of suspension, including but not limited to examinations, as provided herein.

Emergency Exclusion

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

Weapons and/or Firearms

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

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

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

1. The issuance of firearms to or possession of firearms by members of the Reserve Officers Training Corps when training or
2. Firearms which may lawfully be possessed by the person receiving instruction under the immediate supervision of an adult instructor who may lawfully possess firearms.

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

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

Confiscation of Firearms and Weapons. Administrative and teaching personnel are statutorily authorized, without a warrant, to confiscate any firearm or weapon possessed in violation of this policy. Any firearm that is

confiscated by school personnel shall be delivered to a peace officer as soon as practicable. Such firearms are subject to being destroyed by law enforcement authorities.

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

Long-Term Suspension

Students may be excluded by the Principal from school or any school function for a period of more than five school days but less than twenty school days (long-term suspension) for any conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is set forth below.

Expulsion

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.
2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's ~~parent or guardian~~Parent. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted

for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.

3. **Suspension of Enforcement of an Expulsion:** Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.
4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students, or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.
5. **Conclusion of Expulsion.** At the conclusion of an expulsion, the school district will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

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

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

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes. The board has determined that the use of synthetic media such as deepfakes may constitute "similar conduct";
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;

4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
 - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
 - b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health

- and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
- c. Violating school bus rules as set by the school district or district staff;
 - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
 - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
 - f. Possession of pornography, including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
 - g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically), including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
 - h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/newcomers; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
 - i. Bullying which shall include cyberbullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and

posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;

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

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

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

1. The decision to recommend discipline shall be made within two school days after learning of the alleged student misconduct. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's ~~parents or guardian~~Parent with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
 - a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;

- b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
 - c. Resources the school is able to provide or recommend to assist the student;
 - b.d. How the school plans to handle such behavior in the future, including an actionable plan aimed at maximizing strategies to keep the student in school;
 - c.e. A statement that, before long-term suspension, expulsion, or mandatory reassignment can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork or;
 - d.f. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
 - e.g. A statement that the principal, legal counsel for the school, the student, the student's parentParent, or the student's representative or-guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
 - f.h. A form on which the student, the student's parent, or the student's-guardianParent may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail to the address provided on the form.
- 3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
- 4. Nothing in this policy shall preclude the student, the student's parents, guardianParent, or representative from discussing and settling the

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

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294).

Reporting Requirement to Law Enforcement

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5048
Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)

School employees will comply with the requirements of the NDE Rule 59 "Protocol: protocol entitled, "Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)" (Protocol) to address incidents of anaphylaxis involving students at school when those students do not have existing response plans. For students with individual self-management plans, Section 504 plans, or Individualized Education Programs (IEP) addressing asthma or anaphylaxis responses, school employees will comply with those plans. The district shall procure and maintain the equipment and medication necessary to implement the ~~protocol~~Protocol.

The superintendent shall obtain the required signature(s) of one or more ~~physicians~~Prescribing Health Care Practitioners licensed to practice medicine in Nebraska on the Protocol form ~~entitled "Protocol: Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)" ("Protocol")~~. The superintendent shall publish this policy and Protocol in each student and employee handbook.

The superintendent shall arrange to have a qualified medical ~~person~~professional train employees, and for training updates as necessary. This may be a medical doctor, qualified school nurse, or other person qualified to train staff on the medication of students.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6009

Grade Placement and Academic Credits of Transfer Students

~~Subject to a determination on grade placement based on the criteria set forth below, a~~The district will use the criteria outlined below to determine both the grade-level placement and the academic credit awarded to transfer students. The administration is the final decision-maker and decisions made pursuant to this policy may not be appealed to the board of education.

Transfer from an Accredited School District.

A student transferring from an accredited school generally will be placed at the grade level that is comparable to the placement in the school from which the student is transferring. Temporary placement may be made until a student's records are received to verify the placement.

Elementary Level Students

~~The appropriate level of placement for elementary level students may be determined by, but not limited to,~~consideration of student's building principal may place a student into a grade level that is different from the accredited school from which the student is transferring after considering the following information:

Chronological

- Student's chronological age
- Previous public school or private school experience
- ~~Diagnostic test data~~
- ~~Achievement test data~~
- ~~Criterion-referenced test data~~

Secondary Level Students

~~The appropriate level of placement for secondary students may be determined by, but not limited to,~~consideration of the following information:

- ~~Chronological age~~
 - ~~Previous public school or private school experience and Academic transcript received from the accredited school of origin~~
- ~~Standardized Testing data from the accredited school of origin, including but not limited to, standardized achievement test data~~
 - ~~Criterion, criterion-referenced test data, classroom testing data, and diagnostic test data~~
- ~~Final examination test Testing data~~
- ~~Diagnostic test data~~

- ~~The district will accept credits toward graduation that were awarded by an accredited school district and which, in the professional judgment of the administrative team, are sufficiently rigorous and comparable to the district's offered courses of study. A student transferring into from any tests or assessments conducted by the school district in grades 9-12 will be responsible for meeting all graduation requirement in order to be awarded a diploma from the district.~~

~~Students who transfer from All credits awarded to a student by an exempt (home) school and/or a non-accredited school may be awarded credits to institution will be counted toward high school towards applicable graduation requirements at for the transferring student.~~

Transfer From a Non-Accredited School.

~~A student or a parent/guardian of a student who is transferring into the discretion of the building principal in consultation district from a non-accredited school must provide the district with copies of all materials that have been used to provide instruction to the superintendent of schools. The student that the family would like the district to consider in determining the appropriate grade level at which to place the student and credits to be awarded to the student. The student's building principal will consider all of the factors listed above and will also then consider the student's performance on the district's internal benchmark tests. those materials and the following factors in determining the grade level placement for the student:~~

Commented [1]: Do we need to define what we mean by accredited? I could see (and I think we have had) a parent say, "No, really. This online program has been accredited by the national associate of fake virtual schools. You HAVE to recognize these credits!!"

- Student's chronological age
- Previous school experience
- Materials submitted by the student or family pursuant to this policy
- Testing data from any tests or assessments conducted by the school district

The district will only award credit toward graduation from courses while the student was in a non-accredited school if the student can demonstrate mastery of the concepts required for completion of that course. Mastery will be assessed by standard and nonstandardized testing, at the discretion of the administration.

Multiple Enrollments and Re-enrollments In the Same Semester

Students from non-accredited schools who disenroll and then re-enroll in the district multiple times during the same semester will be permitted to resume the grade placement that the student was in at the time of the prior enrollment. However, students who fail to attend the total number of days per semester required of enrolled students will not be eligible to receive credit for the partial semester of enrollment.

The district will not retroactively award credit for time spent in exempt or non-accredited status.

A student's eligibility to participate in extracurricular activities upon re-entry is subject to all eligibility rules and the district's policies governing extracurricular eligibility.

Placement of International Students.

The district administration, in conjunction with the building principal, will determine the appropriate grade level/credit status of a student transferring from a ~~foreign~~ country, other than the US.

Graduation Requirements

Regardless of the school(s) previously attended, a student transferring into the school district in grades 9-12 will be responsible for meeting all graduation requirements to be awarded a diploma from the district.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6038

Use of Artificial Intelligence by Students ~~Student Use of AI Tools~~

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 ChatGPT, Gemini, Claude, Google Bard, and similar programs~~other chatbots~~.

~~The board recognizes that among other resources, when properly used, AI Tools may be useful to student learning. However, students and staff must ensure that provide valuable source information to students and teachers in relation to the district’s academic curriculum and assignments. S~~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. ~~Students may not use AI tools on any assignment, test, or project unless the staff member has given express permission for the student to do so. Staff Member permission to use an AI tool on one assignment does not carry over to other assignments. 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 staff members 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. ~~2.~~ If a student uses any AI Tools in connection with a school assignment, the student must ~~comply with the following~~:
 - a. ~~Tell the teacher~~ The student must explicitly disclose to the teacher in writing that the student used an AI Tool and identify the specific AI Tool used.

~~b.a. Give In any student work (whether hard copy, electronic, digital, or otherwise), the student shall give~~ proper attribution to the specific 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.

~~e.b. Never copy and paste In no instance may~~ the output from ~~one the or more~~ AI Tool_s be copied and placed within ~~into the 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.~~

3. Students may never use AI Tools to:

- a. Cheat on any assignment, test, or quiz;
- b. Help answer questions on a test or quiz without staff member permission;
- c. Make or share deepfakes or fake images, audio, or video of any real person;
- d. Make or share sexual, nude, or intimate images of any real person—even if the image is fake or AI-made;
- e. Bully, harass, threaten, intimidate or impersonate any person;
- f. Place another student or staff member name, photo, voice, or personal information into an AI Tool without staff member authorization;
- g. Use AI Tools to bypass accommodations, content filers, or school security.

4. A student may use AI Tools as an accommodation if his/her IEP team or Section 504 committee has approved use of the tool. The student must disclose the use of AI Tools to the staff member grading the assignment.

4.5. 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.

5.6. The student requirements stated above are the minimum requirements for any student assignment. An individual teacher may

impose more stringent requirements for any specific academic assignment or coursework.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5054 Student Bullying

Definition of Bullying. Nebraska statute defines bullying as “an ongoing pattern of physical, verbal or electronic abuse.” The Centers for Disease Control and Prevention defines bullying as “any unwanted aggressive behavior(s) by another youth or group of youths who are not siblings or current dating partners that involves an observed or perceived power imbalance and is repeated multiple times or is highly likely to be repeated.” The school district’s administrators will consider these definitions when determining whether any specific situation constitutes bullying. These definitions include both in-person and cyberbullying behaviors.

Bullying Prohibited. Students are prohibited from engaging in any form of bullying behavior.

Reporting Bullying. Students who experience or observe bullying behavior must immediately report what happened to a teacher or administrator. **Students can use the district’s anonymous platform SafeSchools Alert OR Safe2Help to make this report.** Students may always confer with their parents or guardians about bullying they experience or witness, but the students must also ultimately report the situation to a teacher or administrator.

Bullying Investigations. School district staff will investigate allegations of bullying using the same practices and procedures that the district observes for student disciplinary matters. In no circumstance will school district staff be deliberately indifferent to allegations of bullying.

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

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

Without limiting the foregoing, a student who engages in bullying behavior that materially and substantially interferes with or disrupts

the educational environment, the district's day-to-day operations, or the education process, regardless of where the student is at the time of engaging in the bullying behavior, may be subject to discipline to the extent permitted by law.

Bullying Based on Protected Class Status. Bullying based on protected class status is unique and may require additional investigation. The appropriate district staff member or coordinator will promptly investigate bullying complaints that violate the district's antidiscrimination policies.

Support for Students Who Have Experienced Bullying. Regardless of where the bullying occurred, the district will consider whether victims of bullying are suffering an adverse educational impact and, if appropriate, will refer those students to the district's student assistance team.

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

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

Adopted on: July 11, 2016

Revised on: 11/19/16; 7/20/20; 9/16/23;

Reviewed on: 7/12/17; 6/12/18; 7/10/19; 6/20/21; 9/19/22;
9/11/24; 6/15/26

5018
Parent Involvement in Education Practices

For purposes of this policy, “parent” includes a parent, guardian, or educational decisionmaker (a person designated or ordered by a court to make educational decisions on behalf of a student).

The school district recognizes the importance of parental involvement in the education of their children. To the extent practicable, the school district will make a reasonable effort to make any learning materials, including original materials, available for inspection by a parent upon request.

The school district will take the following steps to ensure that the rights of parents to participate in the education of their children are preserved.

1. Parents will be provided access to textbooks, tests, activities information; digital materials; websites or applications used for learning; training materials for teachers, administrators, and staff; procedures for the review and approval of training materials, learning materials, and activities; and other curriculum materials (“curricular materials”) as follows:
 - a. A parental request to review specific curricular materials (written, visual, or audio) should be made to the principal of the building where the curricular materials are used.
 - b. The building principal will assess the request and determine the allowable volume and time frame of the review to prevent disruption to the efficient operations of the district.
 - c. The purpose of this provision is to allow reasonable access to the extent practicable. Individuals who make requests (a) for the purpose of adding staff burden; (b) at an unreasonable frequency or volume; or (c) for purposes inconsistent with the efficient operations of the district may be denied access to materials.
 - d. A parental request to review specific standardized and criterion-referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In

the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.

2. Parents will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.
 - a. Parents are invited to make appointments with the building principal to visit classes, assemblies, and other instructional activities. The principal shall give permission after determining that parental observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, in the sole discretion of the building principal.
 - b. Parents may contact the building principal to request permission to attend counseling sessions in which their child is involved.
3. Parents may request that their children be excused from testing (except as provided below), classroom instruction, learning materials, activities, guest speaker events, and other school experiences ("school events") that parents find objectionable.
 - a. Parents must submit this request in writing to the building principal for consideration.
 - b. Building principals may excuse a student from any school events at the parent's written request if, in the principal's professional judgment, excusal from the activity would not result in diminution of the student's educational experience.
 - c. When the building principal determines it appropriate, alternative experiences may be provided for the student by the school.
4. Parents will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.
5. Parents will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.

6. Parents will be informed of the circumstances under which they may opt-out of state and federal assessments.

a. In accordance with federal law, at the beginning of the school year, the District shall provide notice of the right to request a copy of this policy to parents of students attending schools receiving Title I funds. The District will provide a copy of this policy to a requesting parent in a timely manner.

b. State Assessments

State and federal law simultaneously require students to take state assessments, with few exceptions, but also permit parents to request to opt their students out of these assessments. Approval of opt out requests is contrary to the mandatory testing laws, so the District cannot “approve” the request. Parents who do not present their child for testing will result in the child receiving the lowest score possible on the assessment.

c. National Assessment of Educational Progress

As a condition of receiving federal funds, the District participates in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of students taking the NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. However, student participation in NAEP is voluntary.

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

7. Parents will be notified of their right to remove their children from surveys prior to district participation in surveys.

- a. The principal must approve all surveys intended to gather information from students before they are administered to students.
- b. Students' participation in surveys is voluntary. Parents may restrict their child from participating in any survey.
- c. If the school administers (1) a survey requesting that students provide sexual information, mental health information, medical information, information on health-risk behaviors, religious information, information of political affiliation, or any other information that the school board deems to be sensitive in nature or (2) a non-anonymous survey requesting students provide information relating to drug, vape, alcohol, or tobacco use, the school district shall, at least fifteen days prior to the administration of the survey, notify parents, guardians, and educational decisionmakers of students that are to receive such survey. The notice will be made through the school's electronic notification system or by physical mail to the address on file for the student. The notice will describe the nature and types of questions included in the survey, the purposes and age-appropriateness of the survey, how information collected by the survey will be used, who will have access to such information, the steps that will be taken to protect student privacy, and whether and how any findings or results of such survey will be disclosed.
- d. Parents have the right to: (1) request that a copy of the survey be sent through the school's electronic notification system or physical mail to the address on file for the student, (2) review the survey in person at the school, and (3) exempt their child from participating in the survey.
- e. Unless required by federal or state law or regulation, school personnel administering any survey shall not disclose personally identifiable information of a child.
- f. No survey requesting sexual information of a student shall be administered to any student in kindergarten through grade six.
- g. The district will also comply with any survey requirements found in the district's policy on Protection of Pupil Rights.

8. The district will make this policy accessible by a prominently displayed link on its public website. Any amended policy will be made accessible within a reasonable time of its amendment.

Adopted on: July 12, 2017

Revised on: 11/16/20; 6/15/24

Reviewed on: 6/12/18; 7/10/19; 9/19/23; 7/15/24; 3/16/26

5057

District Title I Parent and Family Engagement Policy

The school district will jointly develop with parents a School-Parent-Student Compact that outlines how the parents, school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards.

The written District Parent and Family Engagement Policy will be jointly developed and distributed to parents and family members of participating children and the local community in an understandable format and to the extent practicable, in a language the parents can understand. An annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy will be used to design evidence-based strategies for more effective parental involvement, to revise the Parent and Family Engagement Policy and to remove barriers to participation.

The school district recognizes the unique needs of students who are being served in its Title I program, and the importance of parent and family engagement in the Title I program. Parent and family engagement in the Title I Program shall include, but is not limited to:

1. An annual meeting to which all parents of participating children will be invited to inform parents of their school's participation under this part, to explain the requirements of this part, and the right of the parents to be involved. Invitations may take the form of notes sent with students or announcements in the school newsletter. Additional meetings may be scheduled, based upon need and interest for such meetings.
2. An explanation of the details for the child's and parents' participation, including but not limited to: curriculum objectives, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards, type and extent of participation, parental input in educational decisions, coordination and integration with other Federal, State, and district programs, and evaluations of progress.
3. Opportunities for participation in parent involvement activities such as training to help parents work with their children to

improve achievement. A goal of parent activities is to provide parents with opportunities to participate in decisions relating to the education of their students, where appropriate.

4. The district will, to the extent practicable, provide parents of limited English proficiency, parents with disabilities, parents with limited literacy, are economically disadvantaged, are of a racial or minority background or parents of migratory children with opportunities for involvement in the Title I Program. Communication to parents about student progress and the district's other Title I Program communications will be provided in the language used in the home to the extent practicable. Responses to parent concerns will be provided in a timely manner.
5. Opportunities for parent-teacher conferences, in addition to those regularly scheduled by the school district, if requested by the parents or as deemed necessary by school district staff.
6. The district will coordinate and integrate parental involvement programs and activities with other programs in the community. These may include cooperation with other community programs such as Head Start and preschools and other community services such as the public library.
7. Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.

This policy shall be reviewed annually at the annual meeting where concerned parties can have a conversation about possible changes to the Parent and Family Engagement Policy.

Adopted on: June 11, 2014

Revised on: 7/8/15; 6/12/18;

Reviewed on: 6/19/23; 7/15/24; 6/16/25; 6/15/26

5012
Testing and Assessment Program

I. Basic Testing and Assessment Program

The school district will use a basic testing and assessment program to evaluate the outcome of the educational program and to provide information needed in working with individuals. The program will be supplemented by such individual and supplementary tests as the needs of the educational program and the district indicate. The superintendent and designees will coordinate the program from Kindergarten through twelfth grade to provide continuity. Teachers are prohibited from engaging in any behavior that adversely affects the validity of test scores as a measure of student achievement. Teachers should consult with relevant board policies and district protocols assessment administration and security.

II. Accountability Reporting

At the board of education's regular July meeting, or as soon after as a report can be completed, the superintendent of schools shall provide an annual written report as required by NDE Rule 10. The report shall be presented to the board and made available to the public. The report must contain the elements required by Rule 10, including but not limited to: student academic performance as reported to NDE (demographics, achievement, educational input characteristics, as defined in section 005.02 of Rule 10); school system demographics; school improvement goals and progress; and financial information about the school district. Building level results will be reported only to appropriate staff for review, goal setting, and intervention as needed.

This report shall not include any individual test scores or assessment, but individual student test scores or assessment results will be reported to the student's parents or legal guardian(s). If the school has fewer than ten students in the grades being reported, or if reporting would allow for the identification of students because they all had comparable scores, no public reports of student performance are provided for those grades.

A comprehensive evaluation of the district shall be conducted at least once every five years using instruments and guides approved by NDE.

Adopted on: June 20, 2022

Revised on: _____

Reviewed on: 6/19/23; 7/15/24; 6/16/25; 6/15/26

3040 School Safety and Security

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

I. General Safety and Security

a. NDE Rubric

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

b. School Hours

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

c. Access to School Facilities

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

d. Memorials

- i. Memorials often create a visual reminder of a particular crisis that may reintroduce feelings of grief for students. Therefore, memorials may not be displayed anywhere on school premises.

- ii. This policy is not intended to discourage the acceptance of memorial funds or specific items.

II. Superintendent's Duties Related to Safety and Security

a. Appointment of Crisis Team

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

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

b. Compliance with Fire and Safety Codes

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

c. Annual Safety Audits

The Superintendent will arrange for the performance of an annual safety audits using an external consultants utilizing

the standardized audit protocol adopted by the Nebraska Department of Education.

d. Mutual Aid Agreements

The Superintendent will enter into mutual aid agreements to address the academic, physical, operational, psychological, and emotional recovery areas when possible with appropriate local entities.

III. Building Principals' Duties Related to Safety and Security

a. Positive and Safe Learning Environment

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

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

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

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

b. Visitor Protocol.

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

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

The building principal will report individuals who repeatedly violate the visitor protocol to the superintendent for

possible exclusion from school facilities pursuant to board policy.

c. Emergency Drills

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

- i. Fire drills (evacuation): One fire drill conducted monthly with one additional drill being conducted during the first 30 days of school.
- ii. Tornado drills (shelter): One drill during the first two weeks of school and the second drill during the month of March.
- iii. Bus evacuation drills: Two drills during the school year involving all students and appropriate staff. Recommended that one drill occur during the first month of school.

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

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

Adopted on: December 14, 2016

Revised on: _____

Reviewed on: 3/19/21; 6/20/22; 11/21/22; 6/19/23; 7/15/24; 6/16/25; 6/15/26

2026 June Board Notes

PreK-5 Principal/CIP Coordinator

- Attendance Hero for May
 - K-2nd-43 of 53= 81% Bayne Dehene, Henry Glasshoff, McKenna Price, River West
 - 3rd-5th 41 of 54 = 76% Trayson McCaulley, Gracie Crunk, Eden Doke, Kyler Allen
 - Perfect attendance August through May: James O'Hara-1st; Xavier O'Hara-3rd; Delaney Garey-4th
- May 28th: CIP Leadership and UDL Leadership Team meeting: We did some finalizing of our presentation for our Oct. External visit and planned our PD through part of the 2026-27 school year
- June 3rd - Attended the Literacy Leadership Network workshop at ESU 3
 - This is part of the CLSD Grant Funded work that we are required to do per NDE expectations.

AD / Childcare

- Summer Lifting & camps are underway
- Both gyms will be closed July 7-12 for refinishing
- Sports Maintenance will be here July 2 for hoop and bleacher inspections
- Working with Hudl to improve sponsorship visibility during streaming
- Childcare has its planned close June 29-July 3
 - Training day on July 1 including CPR
- Sixpence unmet needs grant has been filled and additional playground equipment has been purchased as well as funding supplies for the upcoming budget year
- Hopper Grant will complete the toddler playground with a new playground set that is lower to the ground and appropriate for toddlers
- Family Engagement this month was car seat safety presented by the Sarpy/Cass Health Department held on June 11

MS/HS Principal

- 18 HS Students had Perfect Attendance in May
- 19 MS Students had Perfect Attendance in May
- Perfect Attendance for the Year. Erin Oliver (9th), Sawyer Gadbow (8th), Jaxton Sahs (7th), and Brody Evans (6th)

- May 28th: CIP Leadership and UDL Leadership Team meeting: We did some finalizing of our presentation for our Oct. External visit and planned our PD through part of the 2026-27 school year
- June 3rd - Attended the Literacy Leadership Network workshop at ESU 3
 - This is part of the CLSD Grant Funded work that we are required to do per NDE expectations.

Director of Special Education/School psychologist

Summer work-Para Handbook

Special Education Policy, Procedures and Practices

Superintendent

Budget

- Started working on the budget for the 2026-27 school year. Budget documents will be released on June 22nd. Valuation from the county is released July 1.

Construction Update

- Heat pumps are in production and are being shipped out. Should have a majority of them the week of June 15th
- K2 should finish their drilling and then complete the horizontal loops by the end of this month. They are about a month and a half behind.