

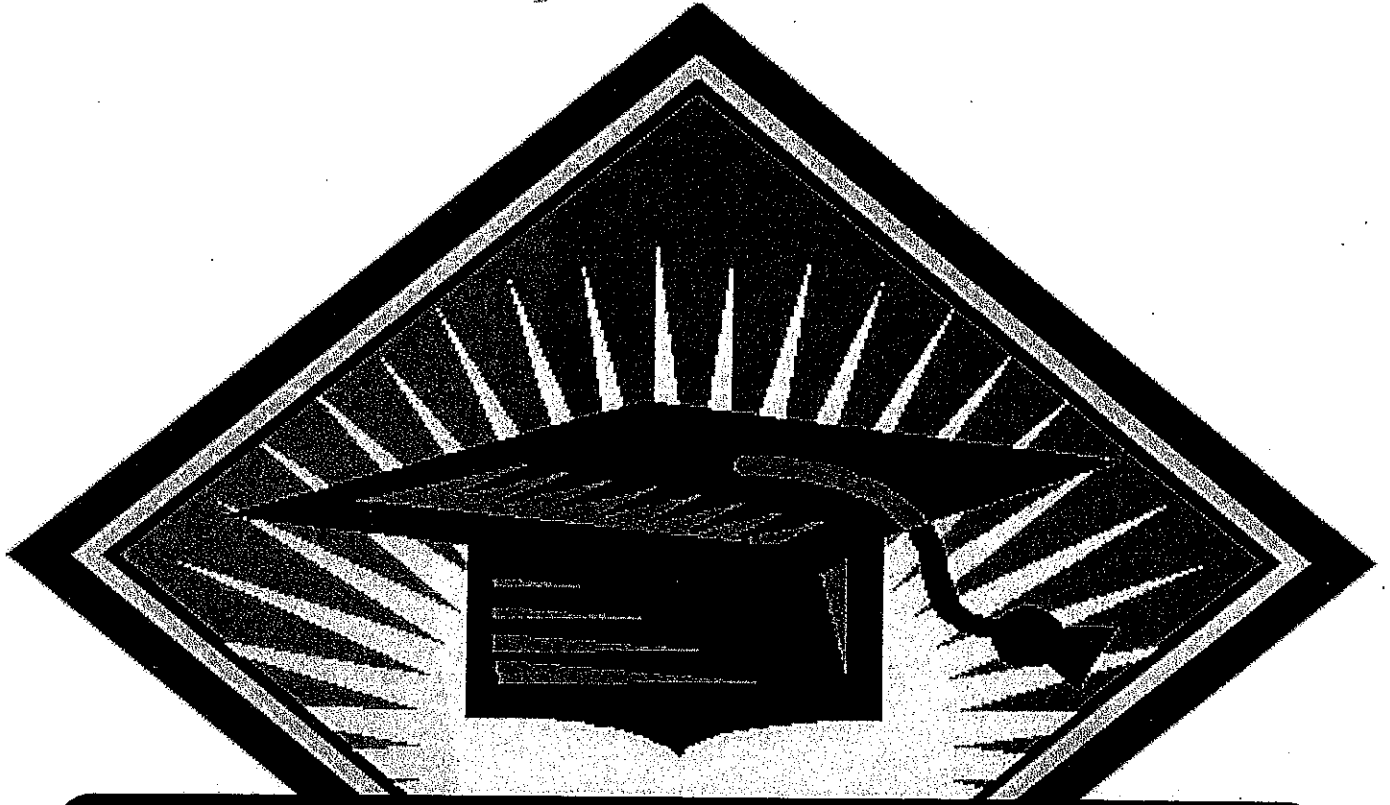
**\*Proposed agenda items received 24 hours before the scheduled meeting will be added to the agenda at the meeting.**

**TENTATIVE  
REGULAR MEETING  
BOARD AGENDA**

**June 12, 2023  
7:30 PM**

1. Call Meeting to Order
2. Public Comment
3. Reports and Information from Administration
  - 3.A. Superintendent's Report
  - 3.B. Principal Report
  - 3.C. Building and Grounds Report
4. Action Items (Discuss, Consider, May take action on the following)
  - 4.A. Routine Business - Consent Agenda
    - 4.A.1. Excuse Absent Board Members (as necessary)
    - 4.A.2. Minutes
    - 4.A.3. Treasurers Report
    - 4.A.4. Claims
  - 4.B. Approve required board policy updates: 3001, 3033, 4003, 4045, 4059, 5003, 5004, 5035, 5052, 6003, 6004, 6005 & Option Enrollment - Appendix 1 (Student Capacity).
  - 4.C. Approve board policy updates: 3003.1, 3004.1, 3036, 3059, 5047, and 5064.
5. Future Meeting Dates
6. Adjournment

# Lyons Decatur Northeast High School

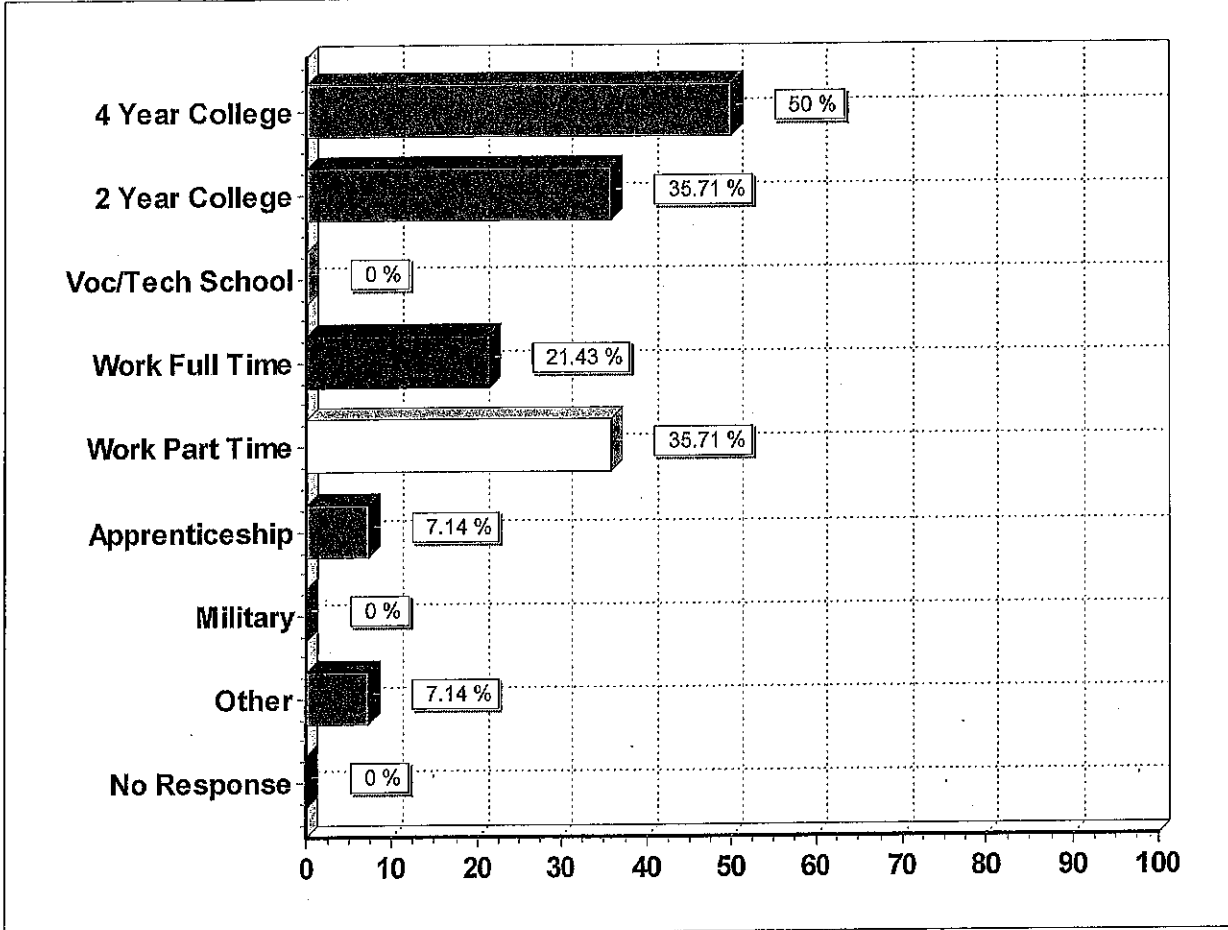


## Senior Exit Survey Class of 2023

*Prepared by:*

LifeTrack Services, Inc.  
1271 Port Drive, Clarkston, WA 99403  
1-800-738-6466

1. What area(s) do you plan to pursue immediately after high school? (Mark all that apply)

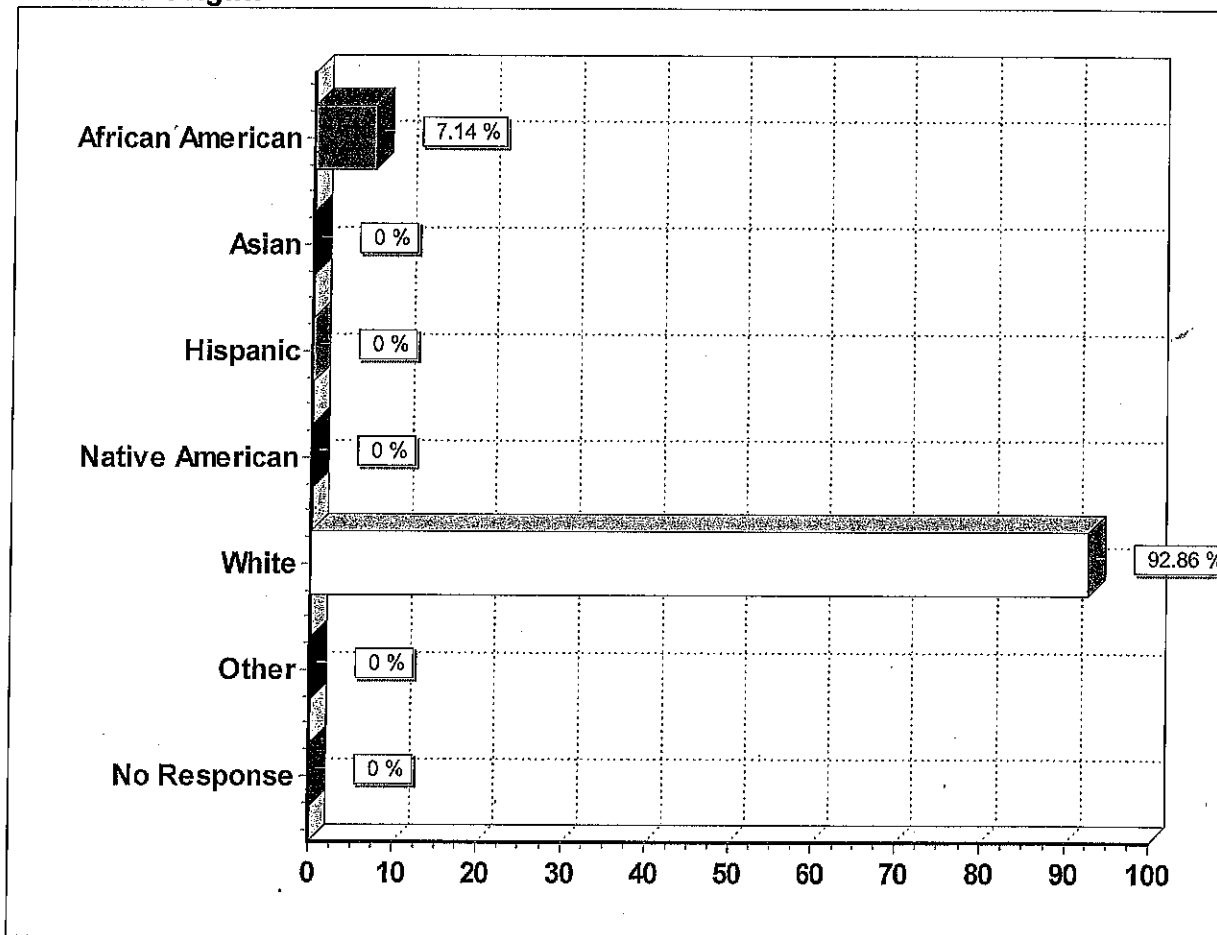


1. What area(s) do you plan to pursue immediately after high school? (Mark all that apply)

Response (n = 14)	Frequency	Percent
4 Year College	7	50.0%
2 Year College	5	35.7%
Voc/Tech School	0	0.0%
Work Full Time	3	21.4%
Work Part Time	5	35.7%
Apprenticeship	1	7.1%
Military	0	0.0%
Other	1	7.1%
No Response	0	0.0%

\*\*\* Percentage may exceed 100% as seniors can mark multiple responses.

**2. Ethnic Origin:**



**2. Ethnic Origin:**

Response (n = 14)	Frequency	Percent
African American	1	7.1%
Asian	0	0.0%
Hispanic	0	0.0%
Native American	0	0.0%
White	13	92.9%
Other	0	0.0%
No Response	0	0.0%

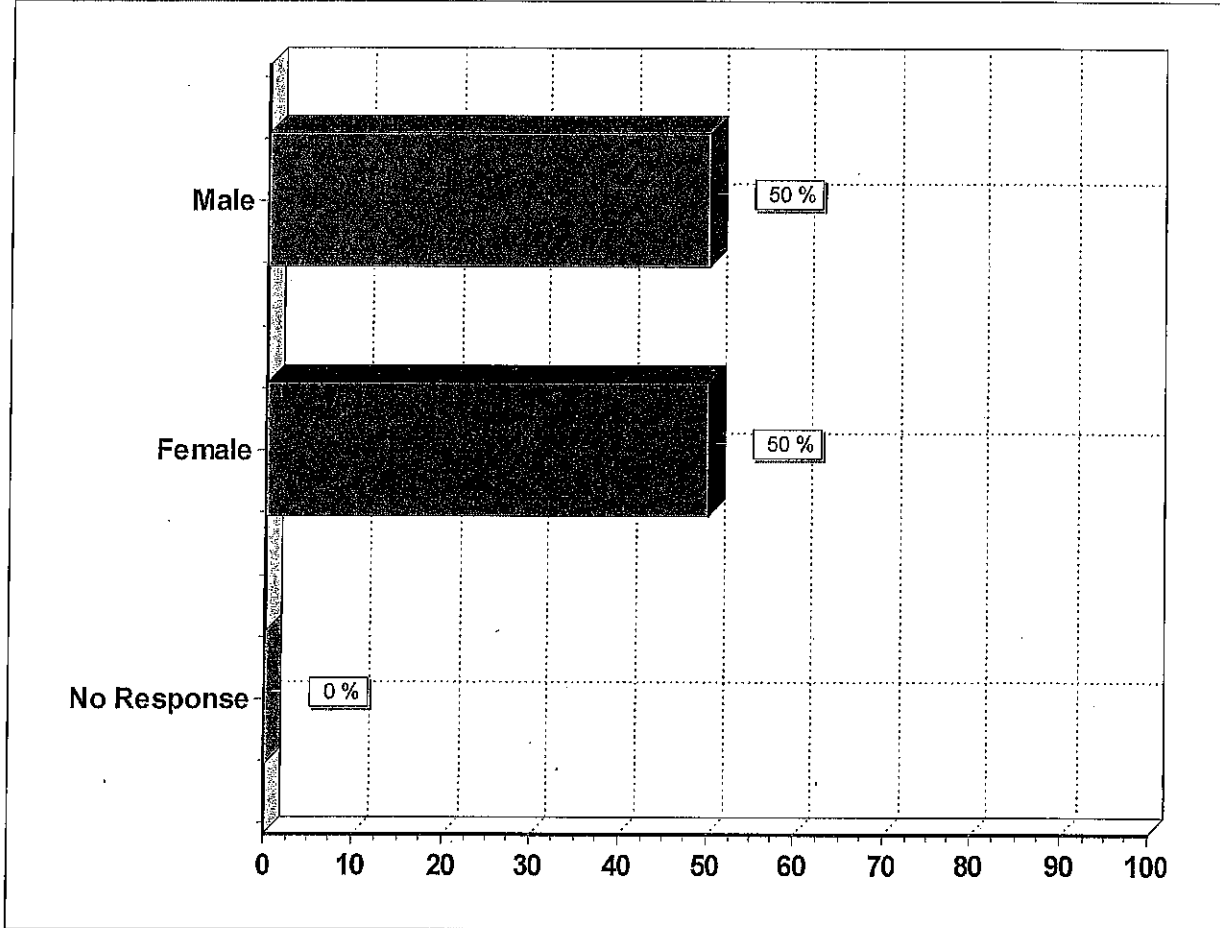
*Data disaggregated into cross tabulations by Ethnic Origin and Gender*

Frequency Row Percent		2. Ethnic Origin:						Total (Row)
		African American	Asian	Hispanic	Native American	White	Other	
3. Gender:	Male	0 0.0%	0 0.0%	0 0.0%	0 0.0%	7 100.0%	0 0.0%	7 100.0%
	Female	1 14.3%	0 0.0%	0 0.0%	0 0.0%	6 85.7%	0 0.0%	7 100.0%
	Total (Column)	1 -	0 -	0 -	0 -	13 -	0 -	14 -
	Count (n)	14						

Frequency Row Percent		3. Gender:		
		Male	Female	Total (Row)
2. Ethnic Origin:	African American	0 0.0%	1 100.0%	1 100.0%
	Asian	0 0.0%	0 0.0%	0 0.0%
	Hispanic	0 0.0%	0 0.0%	0 0.0%
	Native American	0 0.0%	0 0.0%	0 0.0%
	White	7 53.8%	6 46.2%	13 100.0%
	Other	0 0.0%	0 0.0%	0 0.0%
	Total (Column)	7 -	7 -	14 -
	Count (n)	14		

"No Response" answers are not available for cross tabulations, therefore percentages may vary between tables.

3. Gender:



3. Gender:

Response (n = 14)	Frequency	Percent
Male	7	50.0%
Female	7	50.0%
No Response	0	0.0%

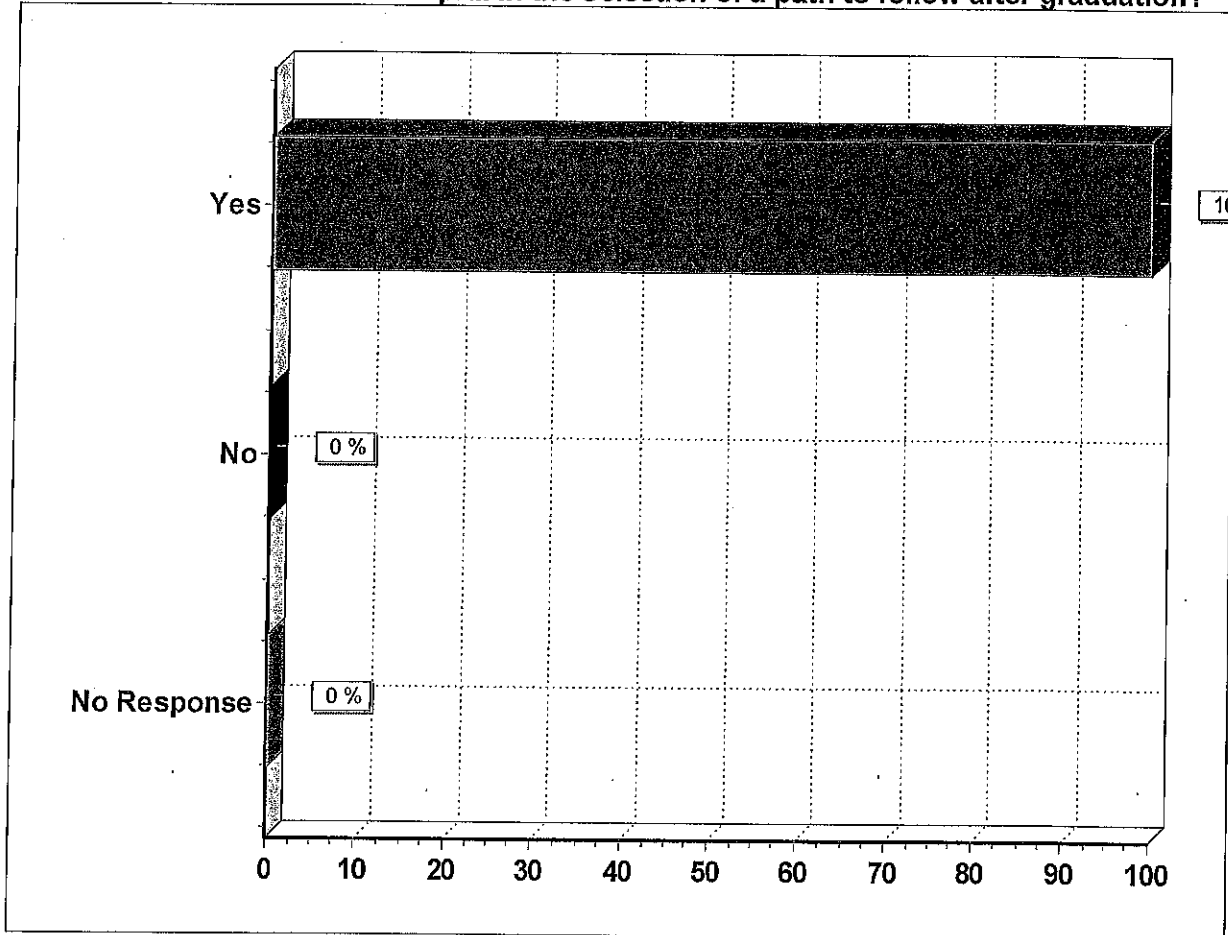
*Data disaggregated into cross tabulations by Ethnic Origin and Gender*

Frequency Row Percent		2. Ethnic Origin:						Total (Row)
		African American	Asian	Hispanic	Native American	White	Other	
<b>3. Gender:</b>	Male	0 0.0%	0 0.0%	0 0.0%	0 0.0%	7 100.0%	0 0.0%	7 100.0%
	Female	1 14.3%	0 0.0%	0 0.0%	0 0.0%	6 85.7%	0 0.0%	7 100.0%
	Total (Column)	1 -	0 -	0 -	0 -	13 -	0 -	14 -
	Count (n)	14						

Frequency Row Percent		3. Gender:		
		Male	Female	Total (Row)
<b>2. Ethnic Origin:</b>	African American	0 0.0%	1 100.0%	1 100.0%
	Asian	0 0.0%	0 0.0%	0 0.0%
	Hispanic	0 0.0%	0 0.0%	0 0.0%
	Native American	0 0.0%	0 0.0%	0 0.0%
	White	7 53.8%	6 46.2%	13 100.0%
	Other	0 0.0%	0 0.0%	0 0.0%
	Total (Column)	7 -	7 -	14 -
	Count (n)	14		

"No Response" answers are not available for cross tabulations, therefore percentages may vary between tables.

4. Were school counselors helpful in the selection of a path to follow after graduation?



4. Were school counselors helpful in the selection of a path to follow after graduation?

Response (n = 14)	Frequency	Percent
Yes	14	100.0%
No	0	0.0%
No Response	0	0.0%

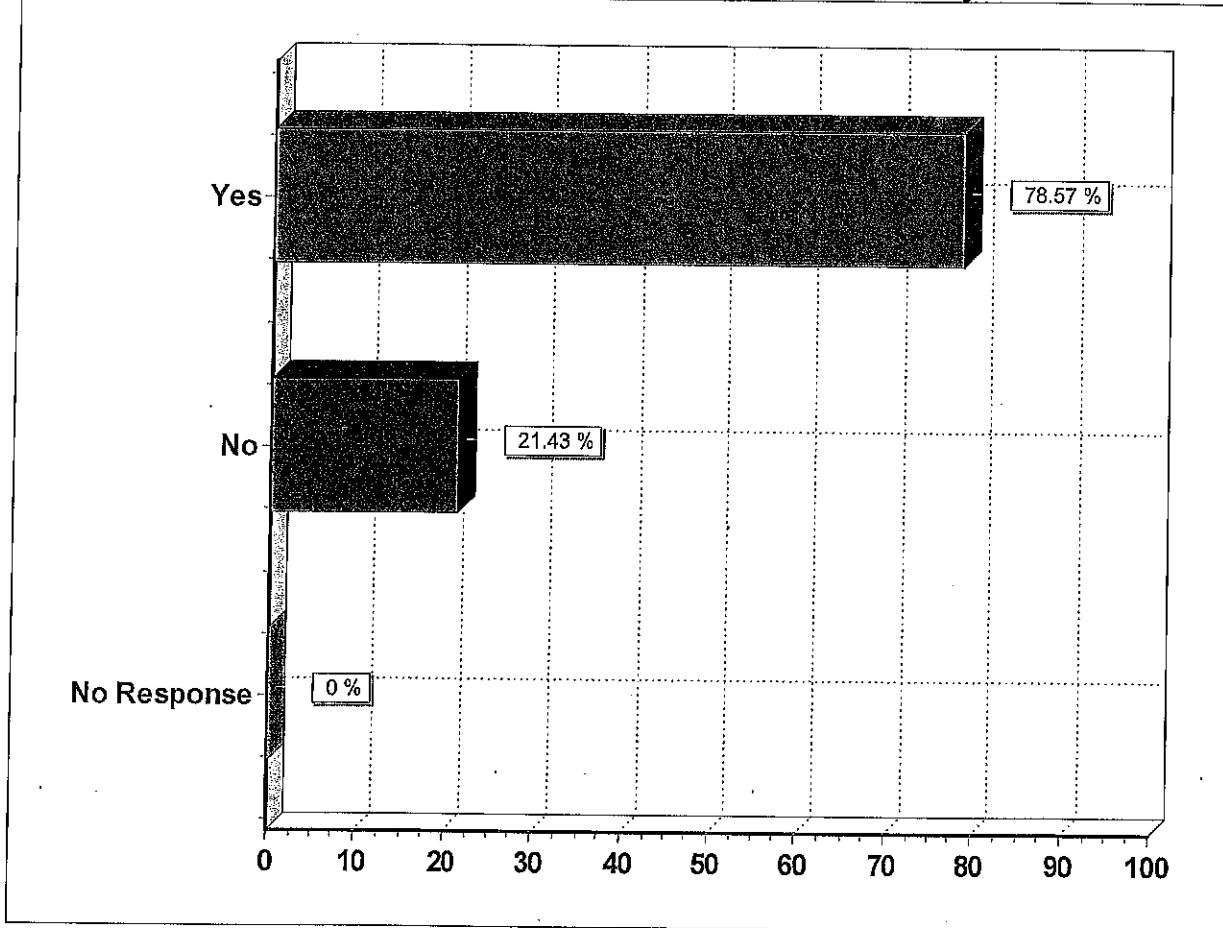
*Question 4 disaggregated into cross tabulations by Ethnic Origin and Gender*

Frequency Row Percent		4. Were school counselors helpful in the selection of a path to follow after graduation?		
		Yes	No	Total (Row)
<b>2. Ethnic Origin:</b>	African American	1 100.0%	0 0.0%	1 100.0%
	Asian	0 0.0%	0 0.0%	0 0.0%
	Hispanic	0 0.0%	0 0.0%	0 0.0%
	Native American	0 0.0%	0 0.0%	0 0.0%
	White	13 100.0%	0 0.0%	13 100.0%
	Other	0 0.0%	0 0.0%	0 0.0%
	Total (Column)	14 -	0 -	14 -
Count (n) 14				

Frequency Row Percent		4. Were school counselors helpful in the selection of a path to follow after graduation?		
		Yes	No	Total (Row)
<b>3. Gender:</b>	Male	7 100.0%	0 0.0%	7 100.0%
	Female	7 100.0%	0 0.0%	7 100.0%
	Total (Column)	14 -	0 -	14 -
Count (n) 14				

"No Response" answers are not available for cross tabulations, therefore percentages may vary between tables.

5. Did school make learning exciting and encourage you to continue your education?



5. Did school make learning exciting and encourage you to continue your education?

Response (n = 14)	Frequency	Percent
Yes	11	78.6%
No	3	21.4%
No Response	0	0.0%

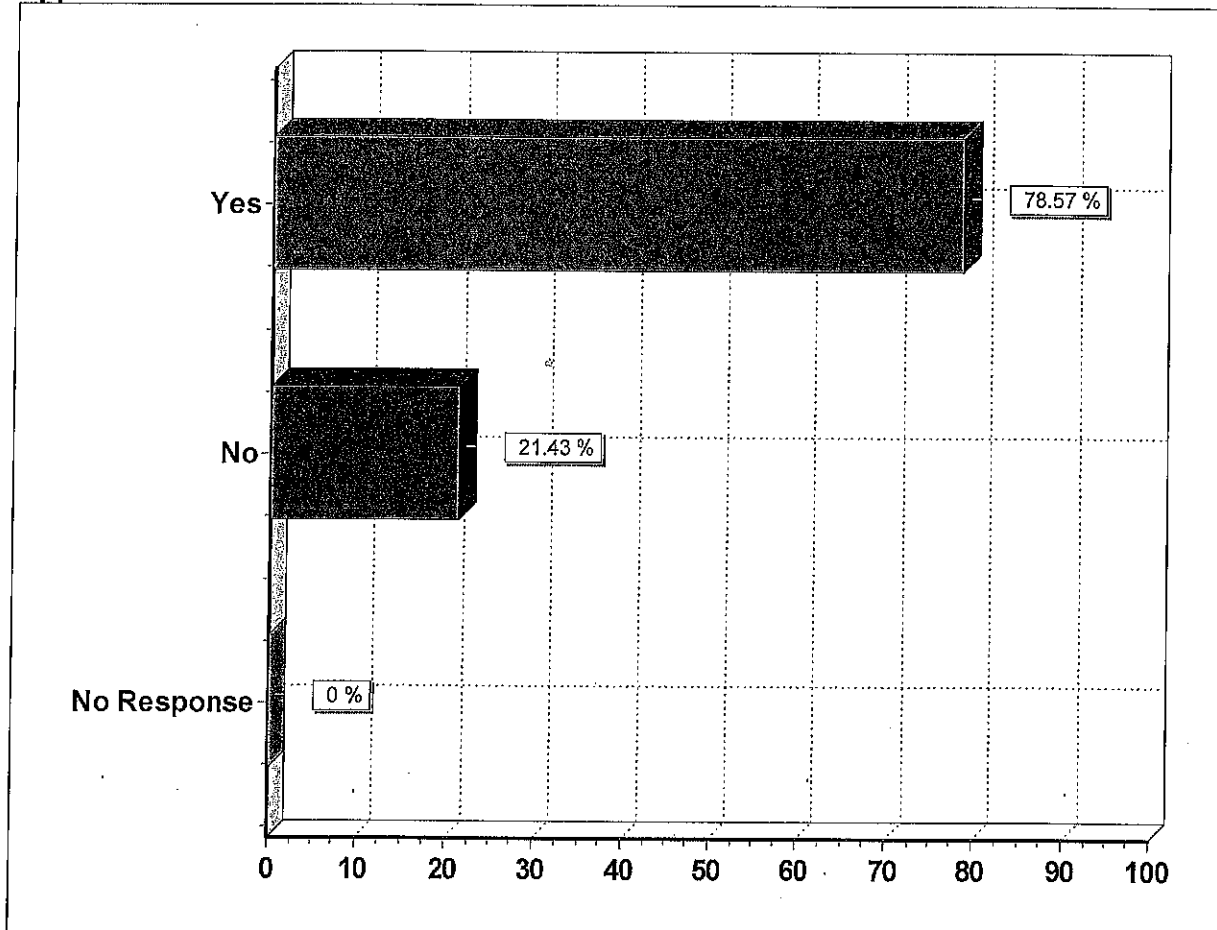
*Question 5 disaggregated into cross tabulations by Ethnic Origin and Gender*

Frequency Row Percent		5. Did school make learning exciting and encourage you to continue your education?		
		Yes	No	Total (Row)
<b>2. Ethnic Origin:</b>	African American	1 100.0%	0 0.0%	1 100.0%
	Asian	0 0.0%	0 0.0%	0 0.0%
	Hispanic	0 0.0%	0 0.0%	0 0.0%
	Native American	0 0.0%	0 0.0%	0 0.0%
	White	10 76.9%	3 23.1%	13 100.0%
	Other	0 0.0%	0 0.0%	0 0.0%
	Total (Column)	11 -	3 -	14 -
	Count (n)	14		

Frequency Row Percent		5. Did school make learning exciting and encourage you to continue your education?		
		Yes	No	Total (Row)
<b>3. Gender:</b>	Male	6 85.7%	1 14.3%	7 100.0%
	Female	5 71.4%	2 28.6%	7 100.0%
	Total (Column)	11 -	3 -	14 -
	Count (n)	14		

"No Response" answers are not available for cross tabulations, therefore percentages may vary between tables.

6. Were enough elective classes offered for you to explore different career opportunities?



6. Were enough elective classes offered for you to explore different career opportunities?

Response (n = 14)	Frequency	Percent
Yes	11	78.6%
No	3	21.4%
No Response	0	0.0%

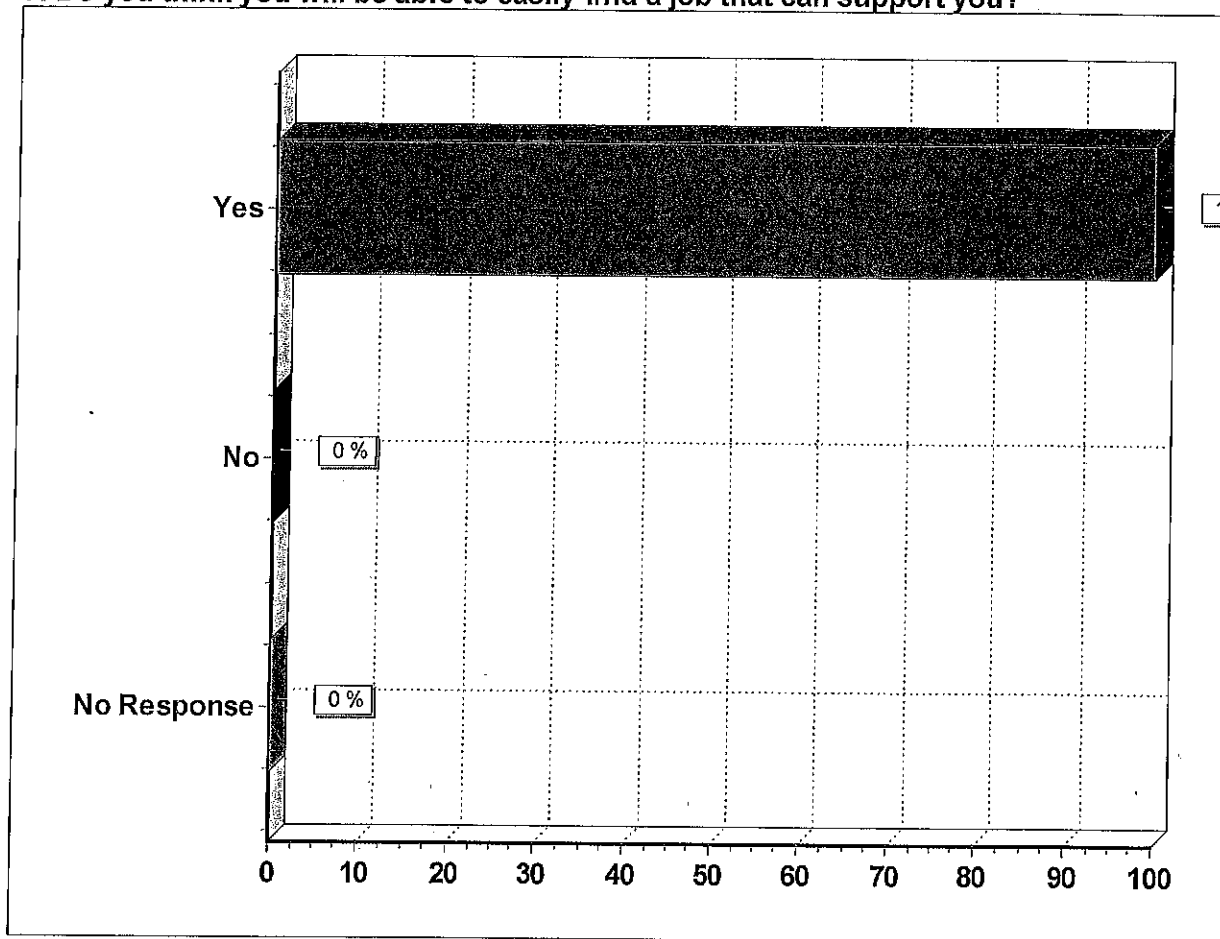
*Question 6 disaggregated into cross tabulations by Ethnic Origin and Gender*

Frequency Row Percent		6. Were enough elective classes offered for you to explore different career opportunities?		
		Yes	No	Total (Row)
<b>2. Ethnic Origin:</b>	African American	1 100.0%	0 0.0%	1 100.0%
	Asian	0 0.0%	0 0.0%	0 0.0%
	Hispanic	0 0.0%	0 0.0%	0 0.0%
	Native American	0 0.0%	0 0.0%	0 0.0%
	White	10 76.9%	3 23.1%	13 100.0%
	Other	0 0.0%	0 0.0%	0 0.0%
	Total (Column)	11	3	14
	Count (n)	14		

Frequency Row Percent		6. Were enough elective classes offered for you to explore different career opportunities?		
		Yes	No	Total (Row)
<b>3. Gender:</b>	Male	5 71.4%	2 28.6%	7 100.0%
	Female	6 85.7%	1 14.3%	7 100.0%
	Total (Column)	11	3	14
	Count (n)	14		

"No Response" answers are not available for cross tabulations, therefore percentages may vary between tables.

7. Do you think you will be able to easily find a job that can support you?



7. Do you think you will be able to easily find a job that can support you?

Response (n = 14)	Frequency	Percent
Yes	14	100.0%
No	0	0.0%
No Response	0	0.0%

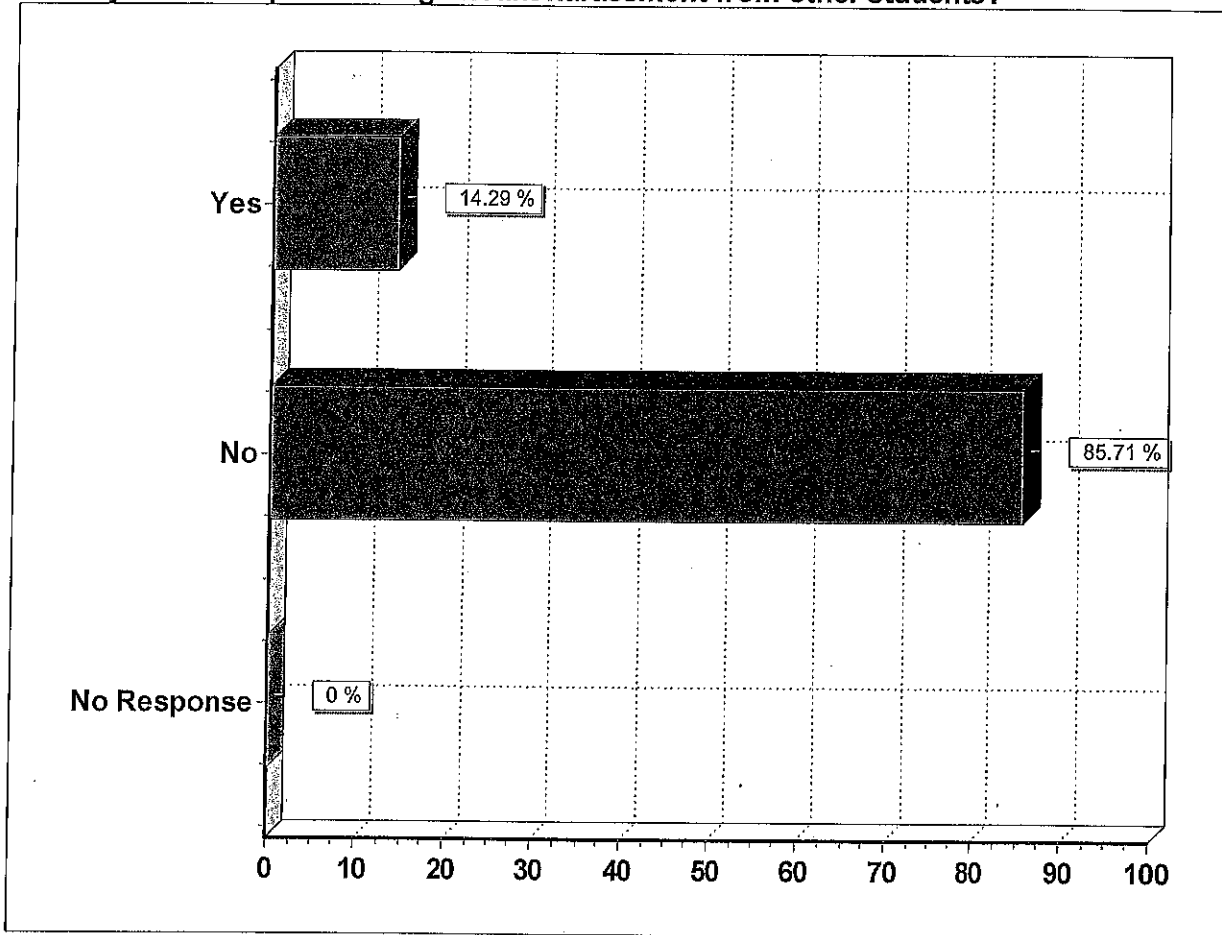
*Question 7 disaggregated into cross tabulations by Ethnic Origin and Gender*

Frequency Row Percent		7. Do you think you will be able to easily find a job that can support you?		
		Yes	No	Total (Row)
<b>2. Ethnic Origin:</b>	African American	1 100.0%	0 0.0%	1 100.0%
	Asian	0 0.0%	0 0.0%	0 0.0%
	Hispanic	0 0.0%	0 0.0%	0 0.0%
	Native American	0 0.0%	0 0.0%	0 0.0%
	White	13 100.0%	0 0.0%	13 100.0%
	Other	0 0.0%	0 0.0%	0 0.0%
	Total (Column)	14 -	0 -	14 -
	Count (n)	14		

Frequency Row Percent		7. Do you think you will be able to easily find a job that can support you?		
		Yes	No	Total (Row)
<b>3. Gender:</b>	Male	7 100.0%	0 0.0%	7 100.0%
	Female	7 100.0%	0 0.0%	7 100.0%
	Total (Column)	14 -	0 -	14 -
	Count (n)	14		

"No Response" answers are not available for cross tabulations, therefore percentages may vary between tables.

8. Did you ever experience significant harassment from other students?



8. Did you ever experience significant harassment from other students?

Response (n = 14)	Frequency	Percent
Yes	2	14.3%
No	12	85.7%
No Response	0	0.0%

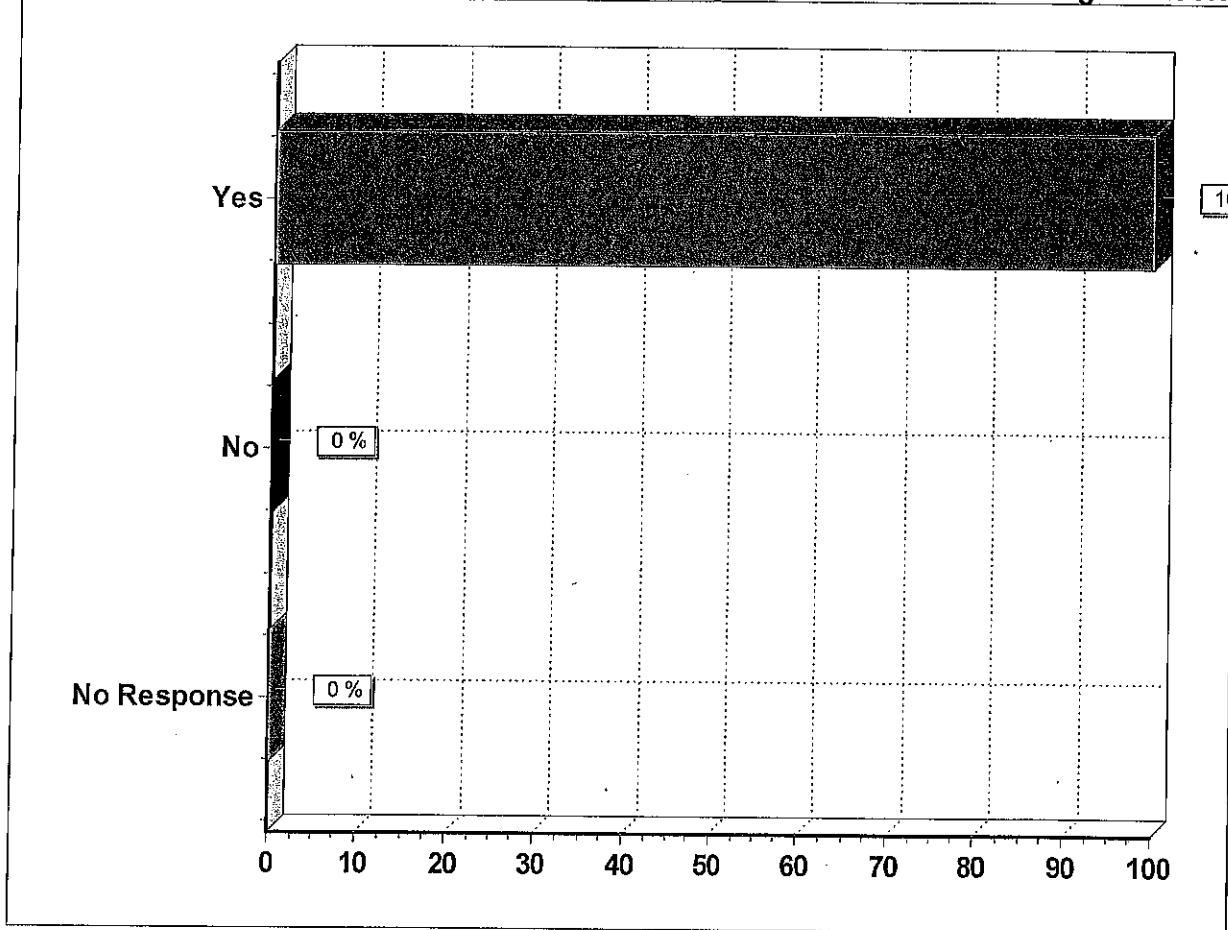
Question 8 disaggregated into cross tabulations by Ethnic Origin and Gender

Frequency Row Percent		8. Did you ever experience significant harassment from other students?		
		Yes	No	Total (Row)
<b>2. Ethnic Origin:</b>	African American	0 0.0%	1 100.0%	1 100.0%
	Asian	0 0.0%	0 0.0%	0 0.0%
	Hispanic	0 0.0%	0 0.0%	0 0.0%
	Native American	0 0.0%	0 0.0%	0 0.0%
	White	2 15.4%	11 84.6%	13 100.0%
	Other	0 0.0%	0 0.0%	0 0.0%
	Total (Column)	2	12	14
	Count (n)	14		

Frequency Row Percent		8. Did you ever experience significant harassment from other students?		
		Yes	No	Total (Row)
<b>3. Gender:</b>	Male	1 14.3%	6 85.7%	7 100.0%
	Female	1 14.3%	6 85.7%	7 100.0%
	Total (Column)	2	12	14
	Count (n)	14		

"No Response" answers are not available for cross tabulations, therefore percentages may vary between tables.

9. Did you have a positive learning experience at Lyons-Decatur Northeast High School?



9. Did you have a positive learning experience at Lyons-Decatur Northeast High School?

Response (n = 14)	Frequency	Percent
Yes	14	100.0%
No	0	0.0%
No Response	0	0.0%

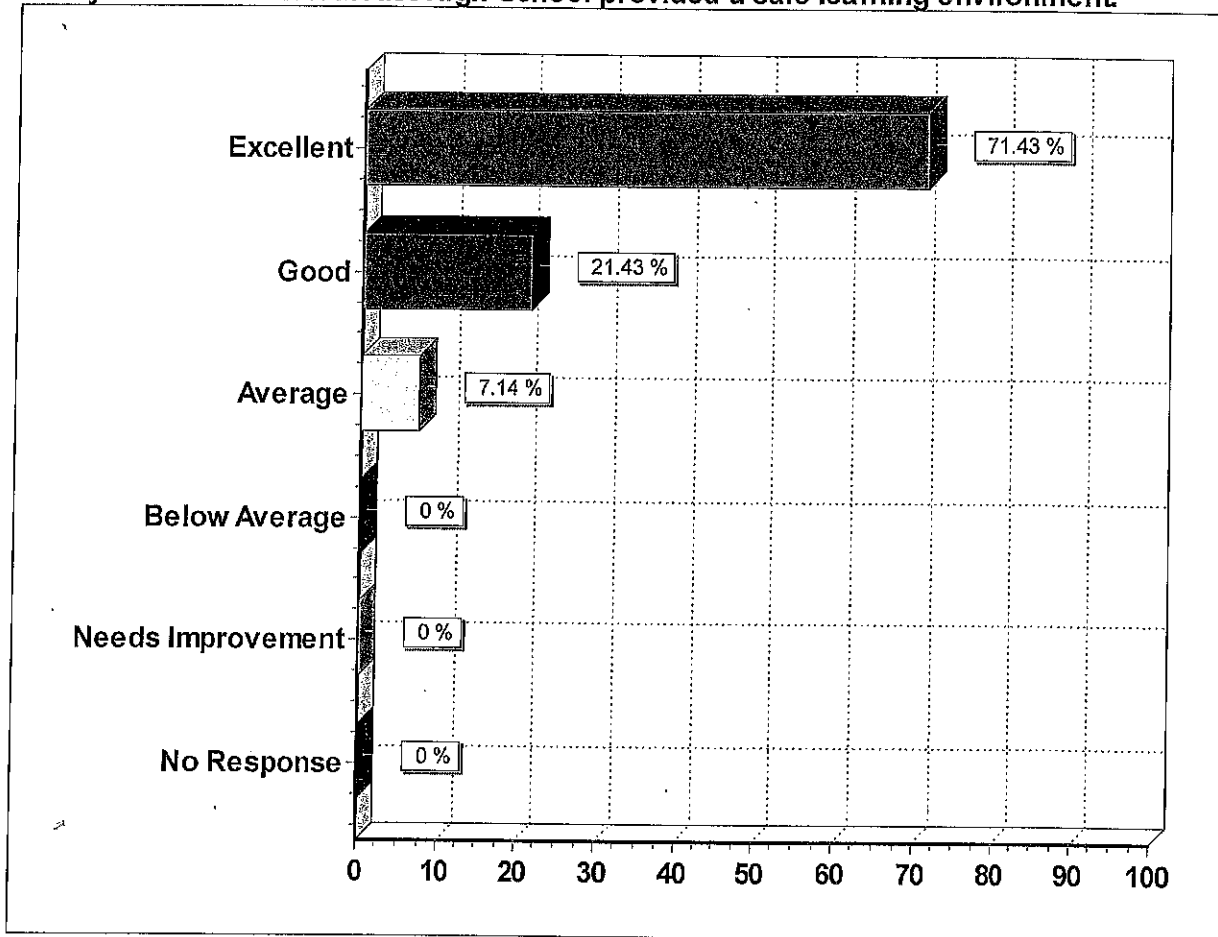
Question 9 disaggregated into cross tabulations by Ethnic Origin and Gender

Frequency Row Percent		9. Did you have a positive learning experience at Lyons-Decatur Northeast High School?		
		Yes	No	Total (Row)
<b>2. Ethnic Origin:</b>	African American	1 100.0%	0 0.0%	1 100.0%
	Asian	0 0.0%	0 0.0%	0 0.0%
	Hispanic	0 0.0%	0 0.0%	0 0.0%
	Native American	0 0.0%	0 0.0%	0 0.0%
	White	13 100.0%	0 0.0%	13 100.0%
	Other	0 0.0%	0 0.0%	0 0.0%
	Total (Column)	14	0	14
	Count (n)	14	-	-

Frequency Row Percent		9. Did you have a positive learning experience at Lyons-Decatur Northeast High School?		
		Yes	No	Total (Row)
<b>3. Gender:</b>	Male	7 100.0%	0 0.0%	7 100.0%
	Female	7 100.0%	0 0.0%	7 100.0%
	Total (Column)	14	0	14
	Count (n)	14	-	-

"No Response" answers are not available for cross tabulations, therefore percentages may vary between tables.

10. Lyons-Decatur Northeast High School provided a safe learning environment.



10. Lyons-Decatur Northeast High School provided a safe learning environment.

Response (n = 14)	Frequency	Percent
Excellent	10	71.4%
Good	3	21.4%
Average	1	7.1%
Below Average	0	0.0%
Needs Improvement	0	0.0%
No Response	0	0.0%

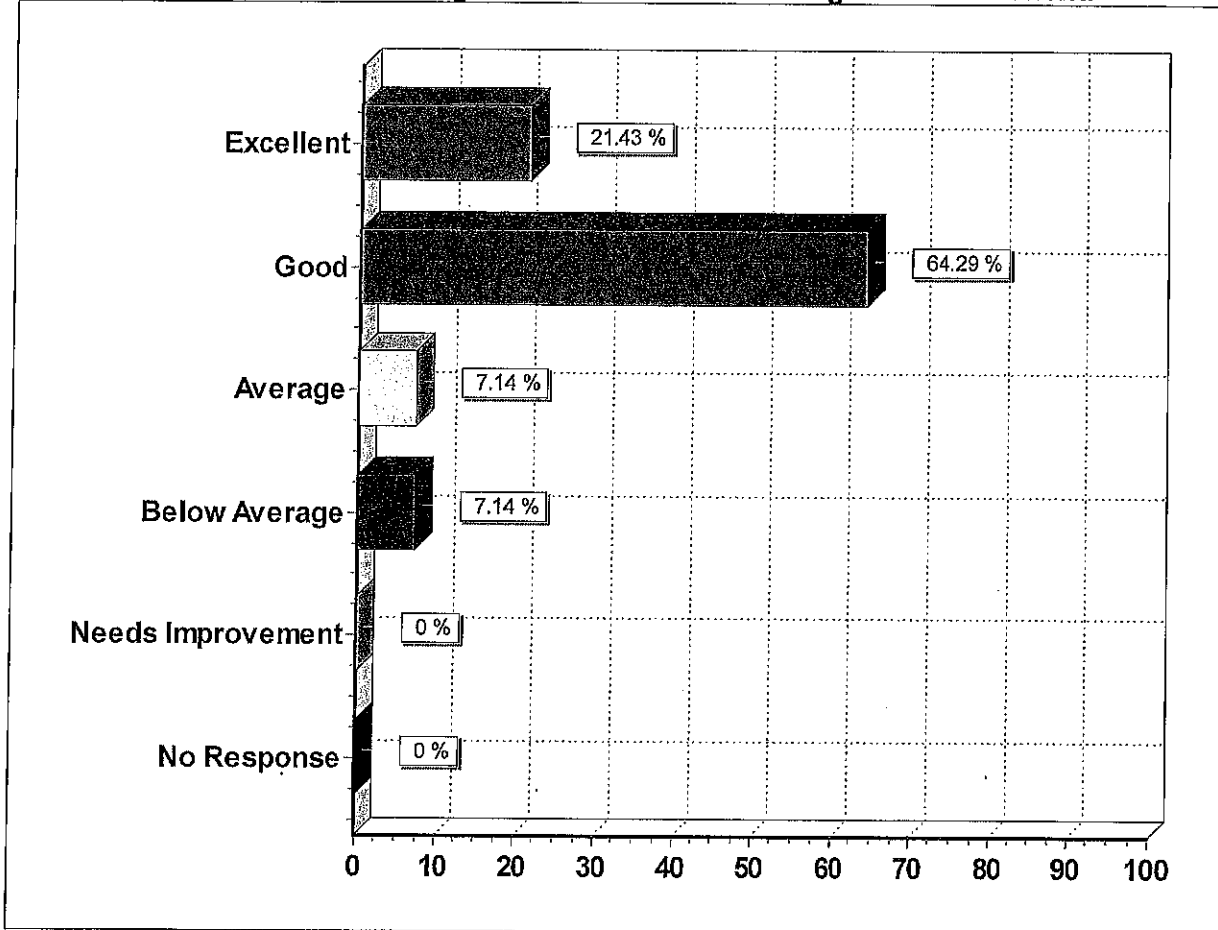
Question 10 disaggregated into cross tabulations by Ethnic Origin and Gender

Frequency Row Percent		10. Lyons-Decatur Northeast High School provided a safe learning environment.					
		Excellent	Good	Average	Below Average	Needs Improvement	Total (Row)
<b>2. Ethnic Origin:</b>	African American	0 0.0%	0 0.0%	1 100.0%	0 0.0%	0 0.0%	1 100.0%
	Asian	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Hispanic	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Native American	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	White	10 76.9%	3 23.1%	0 0.0%	0 0.0%	0 0.0%	13 100.0%
	Other	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Total (Column)	10 -	3 -	1 -	0 -	0 -	14 -
Count (n) 14							

Frequency Row Percent		10. Lyons-Decatur Northeast High School provided a safe learning environment.					
		Excellent	Good	Average	Below Average	Needs Improvement	Total (Row)
<b>3. Gender:</b>	Male	6 85.7%	1 14.3%	0 0.0%	0 0.0%	0 0.0%	7 100.0%
	Female	4 57.1%	2 28.6%	1 14.3%	0 0.0%	0 0.0%	7 100.0%
	Total (Column)	10 -	3 -	1 -	0 -	0 -	14 -
Count (n) 14							

"No Response" answers are not available for cross tabulations, therefore percentages may vary between tables.

11. Lyons-Decatur Northeast High School maintained a drug-free environment.



11. Lyons-Decatur Northeast High School maintained a drug-free environment.

Response (n = 14)	Frequency	Percent
Excellent	3	21.4%
Good	9	64.3%
Average	1	7.1%
Below Average	1	7.1%
Needs Improvement	0	0.0%
No Response	0	0.0%

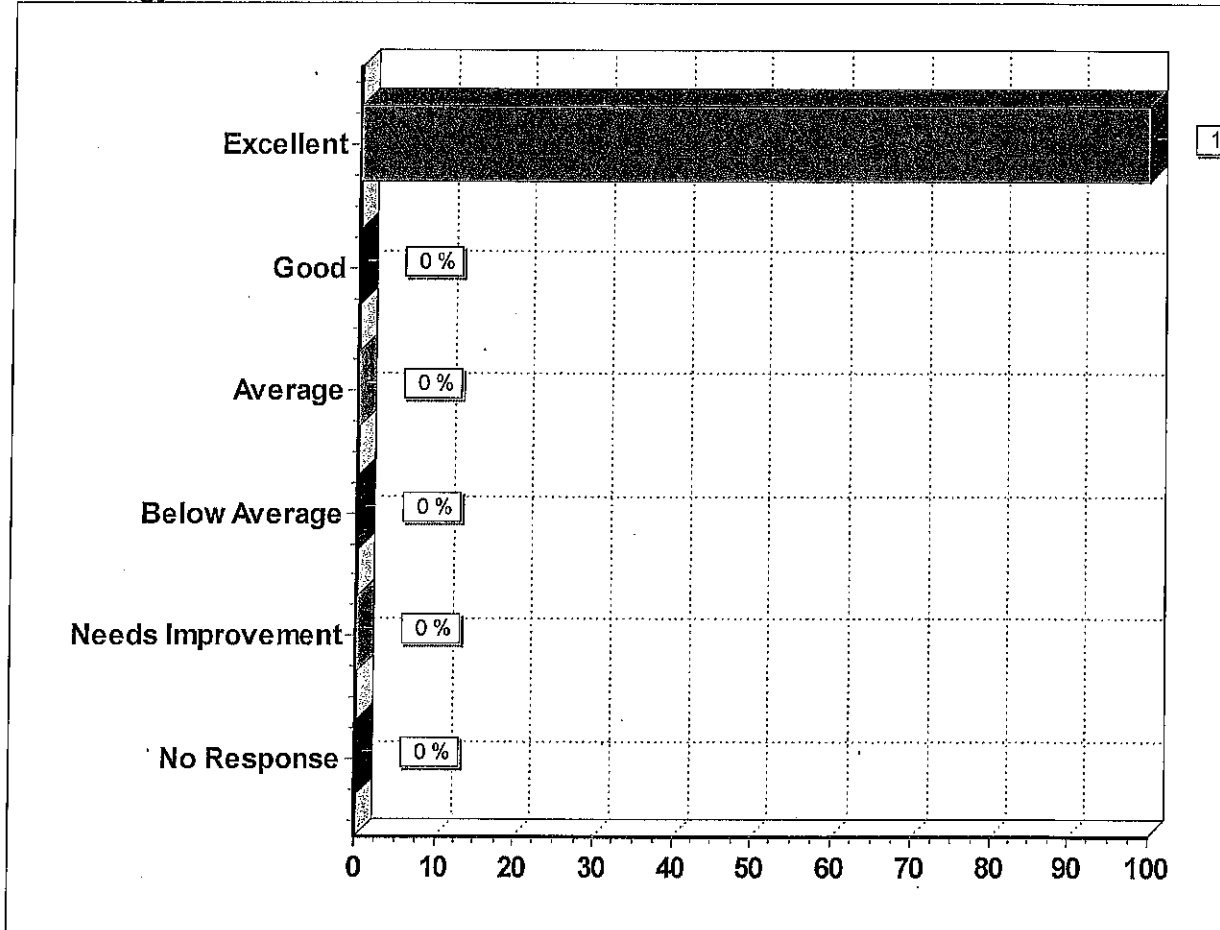
Question 11 disaggregated into cross tabulations by Ethnic Origin and Gender

Frequency Row Percent		11. Lyons-Decatur Northeast High School maintained a drug-free environment.					
		Excellent	Good	Average	Below Average	Needs Improvement	Total (Row)
<b>2. Ethnic Origin:</b>	African American	0 0.0%	1 100.0%	0 0.0%	0 0.0%	0 0.0%	1 100.0%
	Asian	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Hispanic	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Native American	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	White	3 23.1%	8 61.5%	1 7.7%	1 7.7%	0 0.0%	13 100.0%
	Other	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Total (Column)	3	9	1	1	0	14
	Count (n)	14					

Frequency Row Percent		11. Lyons-Decatur Northeast High School maintained a drug-free environment.					
		Excellent	Good	Average	Below Average	Needs Improvement	Total (Row)
<b>3. Gender:</b>	Male	1 14.3%	4 57.1%	1 14.3%	1 14.3%	0 0.0%	7 100.0%
	Female	2 28.6%	5 71.4%	0 0.0%	0 0.0%	0 0.0%	7 100.0%
	Total (Column)	3	9	1	1	0	14
	Count (n)	14					

"No Response" answers are not available for cross tabulations, therefore percentages may vary between tables.

12. Lyons-Decatur Northeast High School provided a strong foundation in the use of technology.



12. Lyons-Decatur Northeast High School provided a strong foundation in the use of technology.

Response (n = 14)	Frequency	Percent
Excellent	14	100.0%
Good	0	0.0%
Average	0	0.0%
Below Average	0	0.0%
Needs Improvement	0	0.0%
No Response	0	0.0%

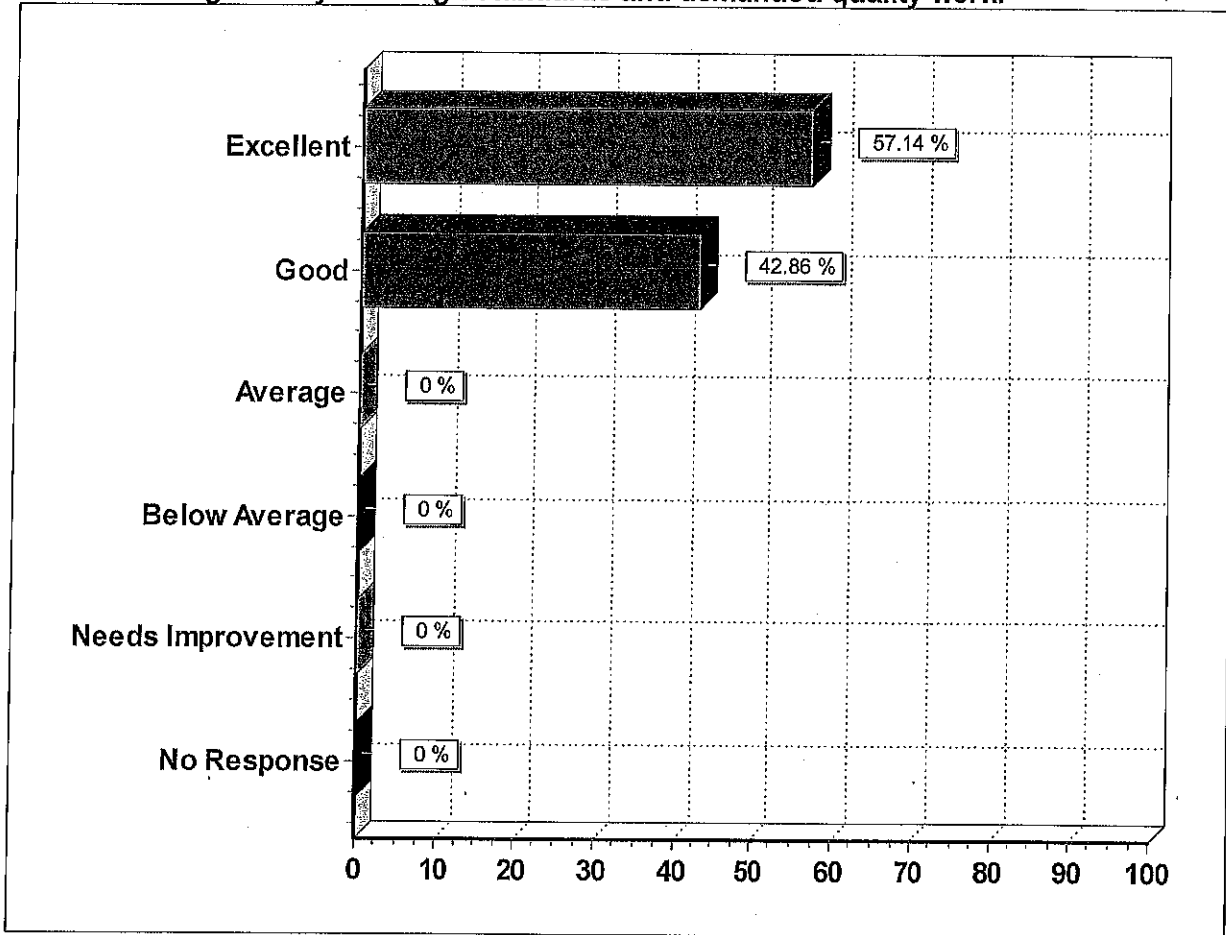
Question 12 disaggregated into cross tabulations by Ethnic Origin and Gender

Frequency Row Percent		12. Lyons-Decatur Northeast High School provided a strong foundation in the use of technology.					
		Excellent	Good	Average	Below Average	Needs Improvement	Total (Row)
<b>2. Ethnic Origin:</b>	African American	1 100.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	1 100.0%
	Asian	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Hispanic	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Native American	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	White	13 100.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	13 100.0%
	Other	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Total (Column)	14 -	0 -	0 -	0 -	0 -	14 -
	Count (n)	14					

Frequency Row Percent		12. Lyons-Decatur Northeast High School provided a strong foundation in the use of technology.					
		Excellent	Good	Average	Below Average	Needs Improvement	Total (Row)
<b>3. Gender:</b>	Male	7 100.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	7 100.0%
	Female	7 100.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	7 100.0%
	Total (Column)	14 -	0 -	0 -	0 -	0 -	14 -
	Count (n)	14					

"No Response" answers are not available for cross tabulations, therefore percentages may vary between tables.

**13. Teachers generally held high standards and demanded quality work.**



**13. Teachers generally held high standards and demanded quality work.**

Response (n = 14)	Frequency	Percent
Excellent	8	57.1%
Good	6	42.9%
Average	0	0.0%
Below Average	0	0.0%
Needs Improvement	0	0.0%
No Response	0	0.0%

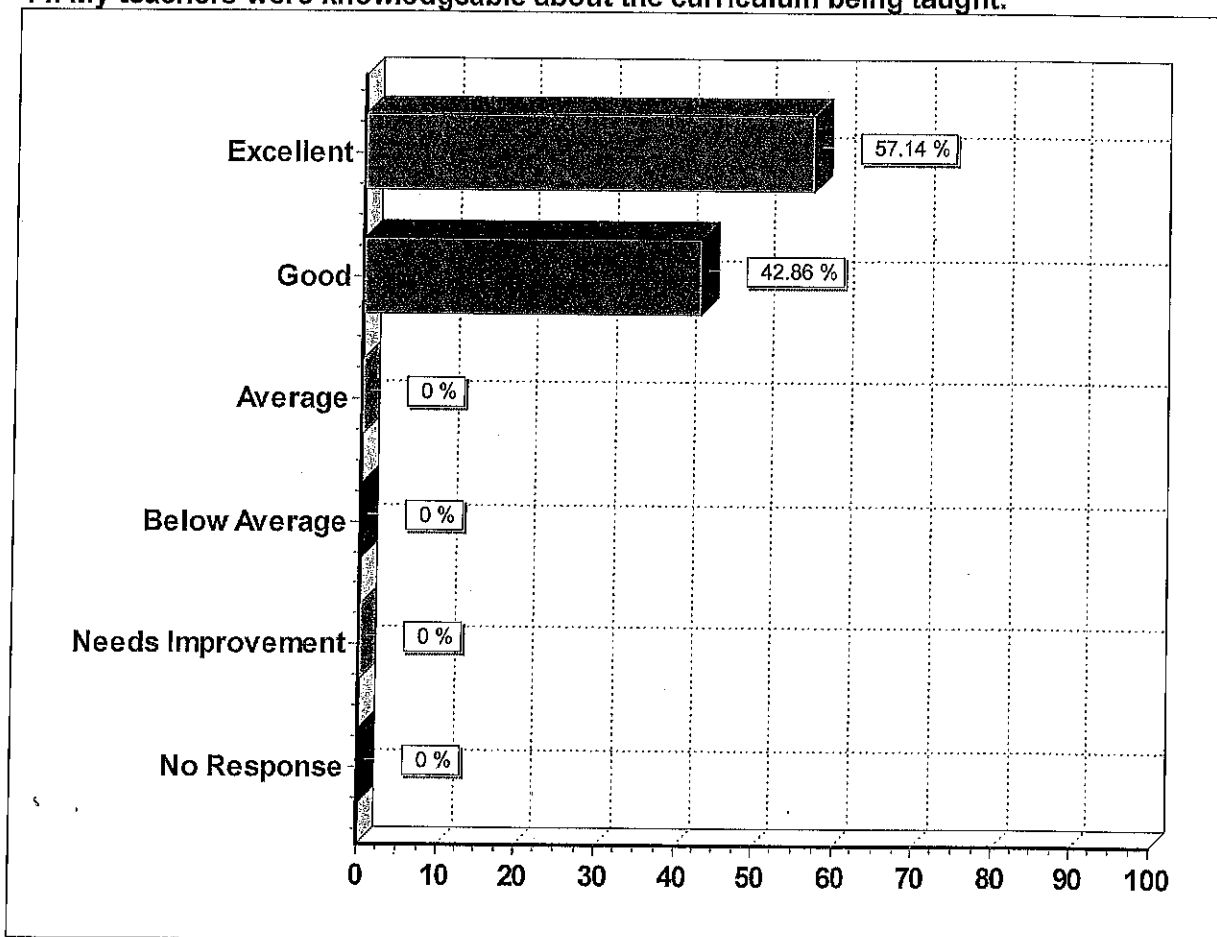
Question 13 disaggregated into cross tabulations by Ethnic Origin and Gender

Frequency Row Percent		13. Teachers generally held high standards and demanded quality work.					
		Excellent	Good	Average	Below Average	Needs Improvement	Total (Row)
<b>2. Ethnic Origin:</b>	African American	0 0.0%	1 100.0%	0 0.0%	0 0.0%	0 0.0%	1 100.0%
	Asian	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Hispanic	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Native American	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	White	8 61.5%	5 38.5%	0 0.0%	0 0.0%	0 0.0%	13 100.0%
	Other	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Total (Column)	8	6	0	0	0	14
	Count (n)	-	-	-	-	-	-

Frequency Row Percent		13. Teachers generally held high standards and demanded quality work.					
		Excellent	Good	Average	Below Average	Needs Improvement	Total (Row)
<b>3. Gender:</b>	Male	2 28.6%	5 71.4%	0 0.0%	0 0.0%	0 0.0%	7 100.0%
	Female	6 85.7%	1 14.3%	0 0.0%	0 0.0%	0 0.0%	7 100.0%
	Total (Column)	8	6	0	0	0	14
	Count (n)	-	-	-	-	-	-

"No Response" answers are not available for cross tabulations, therefore percentages may vary between tables.

14. My teachers were knowledgeable about the curriculum being taught.



14. My teachers were knowledgeable about the curriculum being taught.

Response (n = 14)	Frequency	Percent
Excellent	8	57.1%
Good	6	42.9%
Average	0	0.0%
Below Average	0	0.0%
Needs Improvement	0	0.0%
No Response	0	0.0%

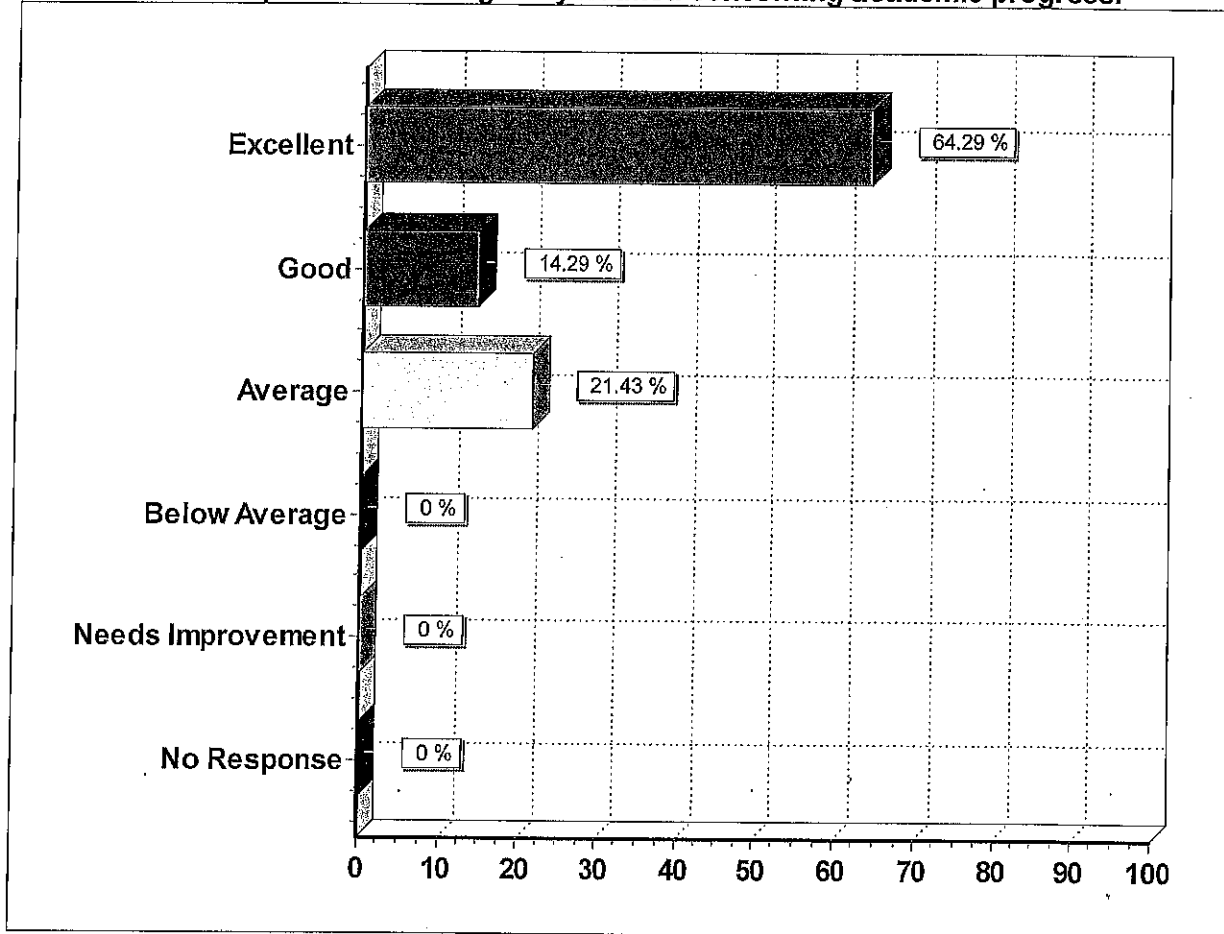
Question 14 disaggregated into cross tabulations by Ethnic Origin and Gender

Frequency Row Percent		14. My teachers were knowledgeable about the curriculum being taught.					
		Excellent	Good	Average	Below Average	Needs Improvement	Total (Row)
<b>2. Ethnic Origin:</b>	African American	0 0.0%	1 100.0%	0 0.0%	0 0.0%	0 0.0%	1 100.0%
	Asian	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Hispanic	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Native American	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	White	8 61.5%	5 38.5%	0 0.0%	0 0.0%	0 0.0%	13 100.0%
	Other	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Total (Column)	8 -	6 -	0 -	0 -	0 -	14 -
Count (n) 14							

Frequency Row Percent		14. My teachers were knowledgeable about the curriculum being taught.					
		Excellent	Good	Average	Below Average	Needs Improvement	Total (Row)
<b>3. Gender:</b>	Male	3 42.9%	4 57.1%	0 0.0%	0 0.0%	0 0.0%	7 100.0%
	Female	5 71.4%	2 28.6%	0 0.0%	0 0.0%	0 0.0%	7 100.0%
	Total (Column)	8 -	6 -	0 -	0 -	0 -	14 -
Count (n) 14							

"No Response" answers are not available for cross tabulations, therefore percentages may vary between tables.

15. Students and parents were regularly notified concerning academic progress.



15. Students and parents were regularly notified concerning academic progress.

Response (n = 14)	Frequency	Percent
Excellent	9	64.3%
Good	2	14.3%
Average	3	21.4%
Below Average	0	0.0%
Needs Improvement	0	0.0%
No Response	0	0.0%

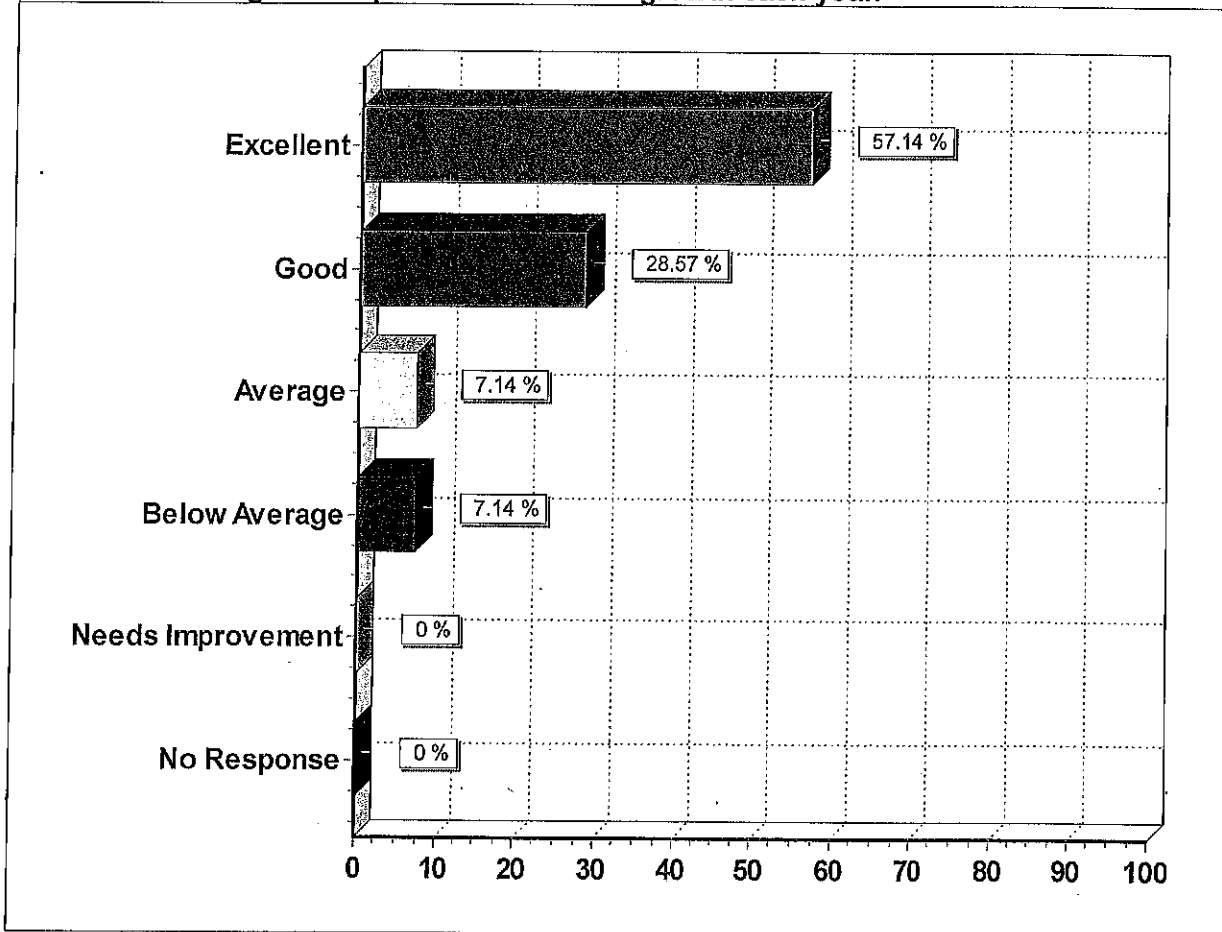
Question 15 disaggregated into cross tabulations by Ethnic Origin and Gender

Frequency Row Percent		15. Students and parents were regularly notified concerning academic progress.					
		Excellent	Good	Average	Below Average	Needs Improvement	Total (Row)
<b>2. Ethnic Origin:</b>	African American	1 100.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	1 100.0%
	Asian	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Hispanic	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Native American	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	White	8 61.5%	2 15.4%	3 23.1%	0 0.0%	0 0.0%	13 100.0%
	Other	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Total (Column)	9 -	2 -	3 -	0 -	0 -	14 -
Count (n) 14							

Frequency Row Percent		15. Students and parents were regularly notified concerning academic progress.					
		Excellent	Good	Average	Below Average	Needs Improvement	Total (Row)
<b>3. Gender:</b>	Male	5 71.4%	2 28.6%	0 0.0%	0 0.0%	0 0.0%	7 100.0%
	Female	4 57.1%	0 0.0%	3 42.9%	0 0.0%	0 0.0%	7 100.0%
	Total (Column)	9 -	2 -	3 -	0 -	0 -	14 -
Count (n) 14							

"No Response" answers are not available for cross tabulations, therefore percentages may vary between tables.

16. I was challenged to experience academic growth each year.



16. I was challenged to experience academic growth each year.

Response (n = 14)	Frequency	Percent
Excellent	8	57.1%
Good	4	28.6%
Average	1	7.1%
Below Average	1	7.1%
Needs Improvement	0	0.0%
No Response	0	0.0%

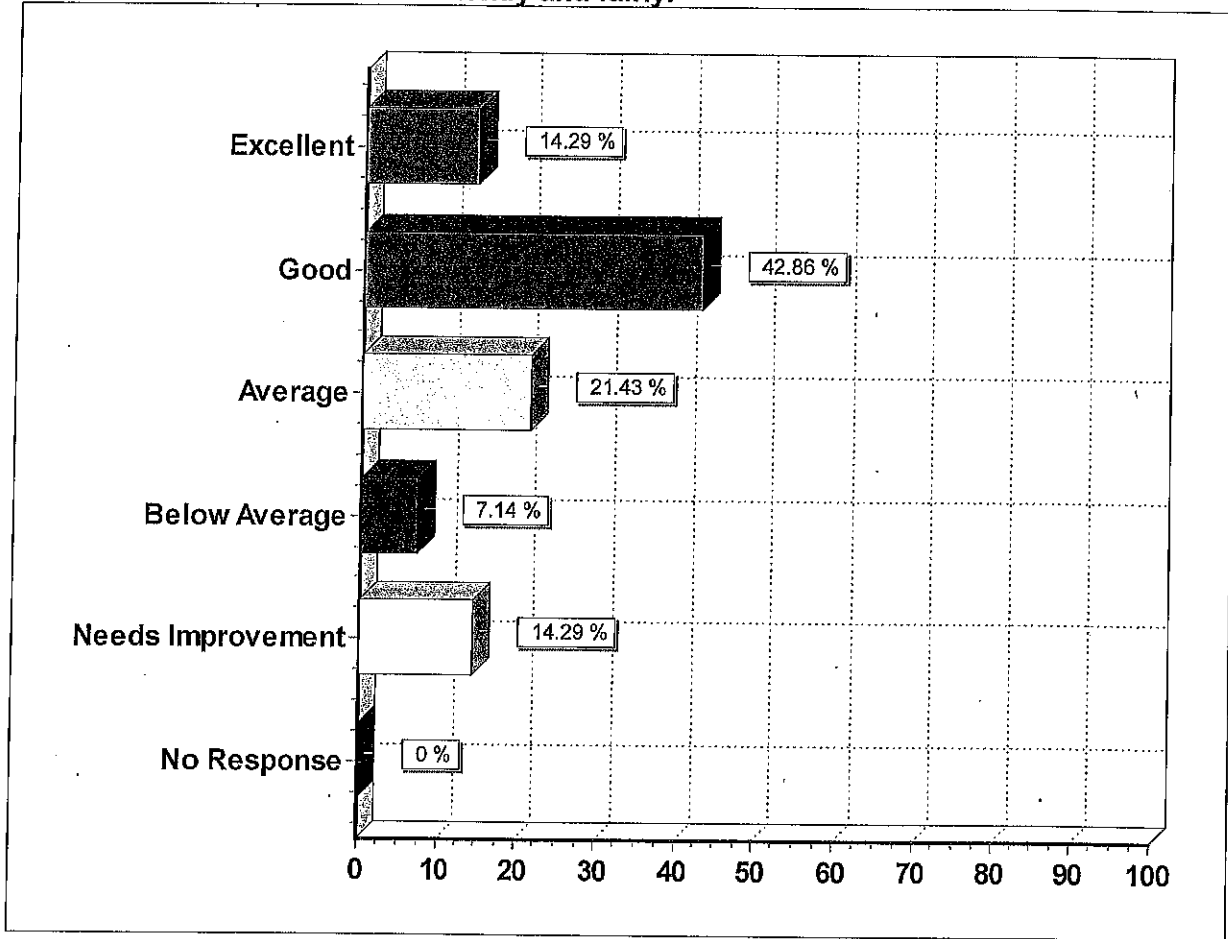
**Question 16 disaggregated into cross tabulations by Ethnic Origin and Gender**

Frequency Row Percent		<b>16. I was challenged to experience academic growth each year.</b>					
		Excellent	Good	Average	Below Average	Needs Improvement	Total (Row)
<b>2. Ethnic Origin:</b>	African American	1 100.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	1 100.0%
	Asian	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Hispanic	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Native American	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	White	7 53.8%	4 30.8%	1 7.7%	1 7.7%	0 0.0%	13 100.0%
	Other	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Total (Column)	8	4	1	1	0	14
	Count (n)	14	-	-	-	-	-

Frequency Row Percent		<b>16. I was challenged to experience academic growth each year.</b>					
		Excellent	Good	Average	Below Average	Needs Improvement	Total (Row)
<b>3. Gender:</b>	Male	4 57.1%	2 28.6%	1 14.3%	0 0.0%	0 0.0%	7 100.0%
	Female	4 57.1%	2 28.6%	0 0.0%	1 14.3%	0 0.0%	7 100.0%
	Total (Column)	8	4	1	1	0	14
	Count (n)	14	-	-	-	-	-

"No Response" answers are not available for cross tabulations, therefore percentages may vary between tables.

17. Rules were enforced consistently and fairly.



17. Rules were enforced consistently and fairly.

Response (n = 14)	Frequency	Percent
Excellent	2	14.3%
Good	6	42.9%
Average	3	21.4%
Below Average	1	7.1%
Needs Improvement	2	14.3%
No Response	0	0.0%

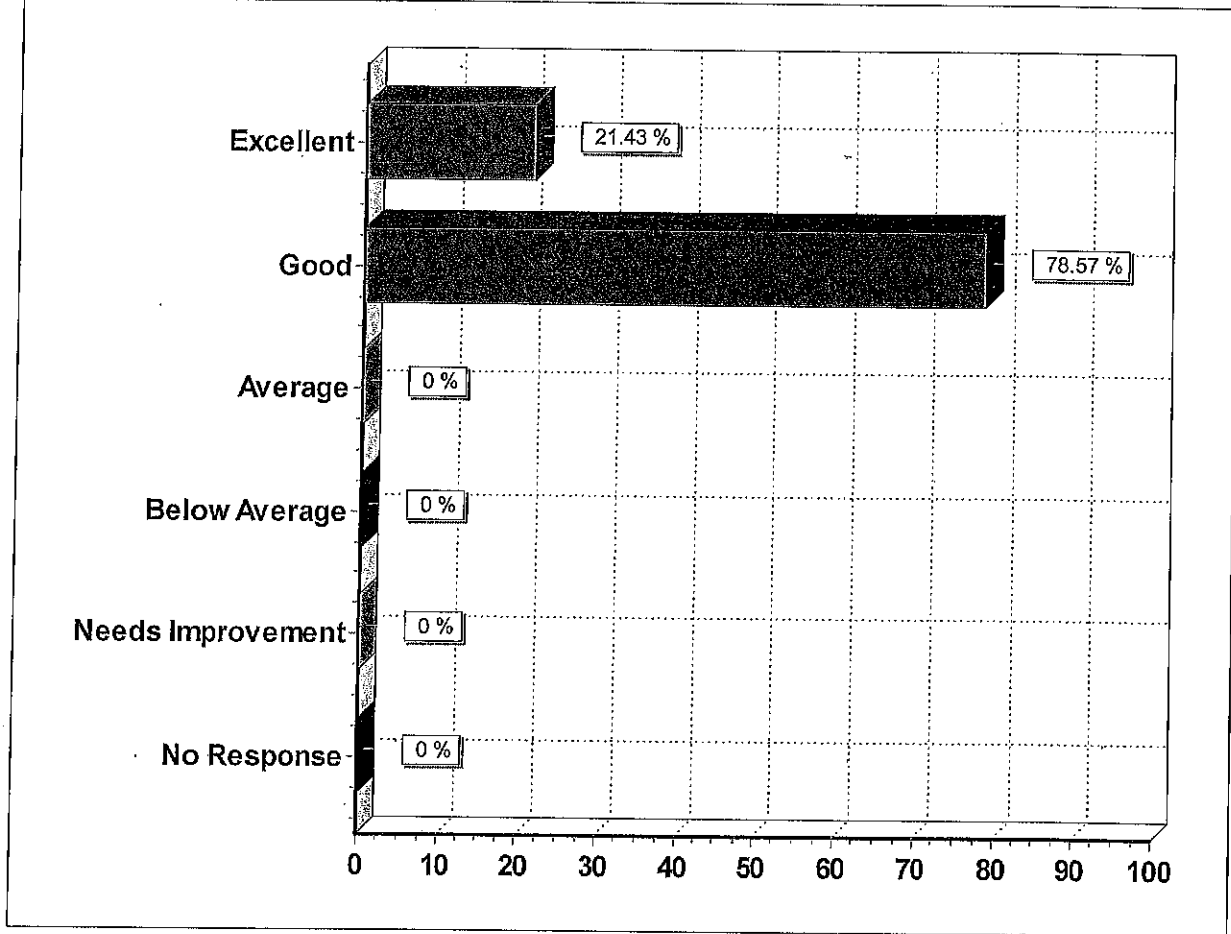
**Question 17 disaggregated into cross tabulations by Ethnic Origin and Gender**

Frequency Row Percent		<b>17. Rules were enforced consistently and fairly.</b>					
		Excellent	Good	Average	Below Average	Needs Improvement	Total (Row)
<b>2. Ethnic Origin:</b>	African American	0 0.0%	0 0.0%	0 0.0%	0 0.0%	1 100.0%	1 100.0%
	Asian	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Hispanic	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Native American	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	White	2 15.4%	6 46.2%	3 23.1%	1 7.7%	1 7.7%	13 100.0%
	Other	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Total (Column)	2 -	6 -	3 -	1 -	2 -	14 -
	Count (n)	14					

Frequency Row Percent		<b>17. Rules were enforced consistently and fairly.</b>					
		Excellent	Good	Average	Below Average	Needs Improvement	Total (Row)
<b>3. Gender:</b>	Male	0 0.0%	5 71.4%	1 14.3%	0 0.0%	1 14.3%	7 100.0%
	Female	2 28.6%	1 14.3%	2 28.6%	1 14.3%	1 14.3%	7 100.0%
	Total (Column)	2 -	6 -	3 -	1 -	2 -	14 -
	Count (n)	14					

"No Response" answers are not available for cross tabulations, therefore percentages may vary between tables.

18. Overall, how would you rate Lyons-Decatur Northeast High School as a learning environment?



18. Overall, how would you rate Lyons-Decatur Northeast High School as a learning environment?

Response (n = 14)	Frequency	Percent
Excellent	3	21.4%
Good	11	78.6%
Average	0	0.0%
Below Average	0	0.0%
Needs Improvement	0	0.0%
No Response	0	0.0%

Question 18 disaggregated into cross tabulations by Ethnic Origin and Gender

Frequency Row Percent		18. Overall, how would you rate Lyons-Decatur Northeast High School as a learning environment?					
		Excellent	Good	Average	Below Average	Needs Improvement	Total (Row)
<b>2. Ethnic Origin:</b>	African American	0 0.0%	1 100.0%	0 0.0%	0 0.0%	0 0.0%	1 100.0%
	Asian	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Hispanic	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Native American	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	White	3 23.1%	10 76.9%	0 0.0%	0 0.0%	0 0.0%	13 100.0%
	Other	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%	0 0.0%
	Total (Column)	3 -	11 -	0 -	0 -	0 -	14 -
Count (n) 14							

Frequency Row Percent		18. Overall, how would you rate Lyons-Decatur Northeast High School as a learning environment?					
		Excellent	Good	Average	Below Average	Needs Improvement	Total (Row)
<b>3. Gender:</b>	Male	3 42.9%	4 57.1%	0 0.0%	0 0.0%	0 0.0%	7 100.0%
	Female	0 0.0%	7 100.0%	0 0.0%	0 0.0%	0 0.0%	7 100.0%
	Total (Column)	3 -	11 -	0 -	0 -	0 -	14 -
Count (n) 14							

"No Response" answers are not available for cross tabulations, therefore percentages may vary between tables.

<b>LDNE 2023-24 Coaches</b>		
Football	Head Coach	Ryan Miller
	Assistant Coach	Waylon Carlson
	Assistant Coach	Seth Totten
JH Football(Coop with O-C)	Assistant Coach	Morgan Peatrowsky
Volleyball	Head Coach	Carrie Andersen
	Assistant Coach	Shelby Anderson
JH Volleyball	Head Coach	Kendra Boden
	Assistant Coach	Aaron Stemen
HS Cross Country	Head Coach	Paul Timm
	Assistant Coach	Braska Patterson
JH Cross Country	Head Coach	Steve Hosch
Boys Basketball	Head Coach	Aaron Stemen
	Assistant Coach	Morgan Peatrowsky
JH Boys Basketball	Head Coach	Robin Burton
	Assistant Coach	Weston Swanson
Girls Basketball	Head Coach	Aaron Zeller
	Assistant Coach	Bruce Knaak
JH Girls Basektball	Head Coach	Bruce Knaak
	Assistant Coach	Steve Hosch
HS Boys and Girls Wrestling	Head Coach	Ryan Miller
	Assistant Boys Coach	Tom King
	Aisstant Girls Coach	Rachel Altiz
JH Wrestling	Head Coach	Ryan Miller
	Assistant Coach	Ethan Baumert
Girls Track	Head Coach	Braska Patterson
Boys Track	Head Coach	Kipp Schuler
	Assistant Coach	Shelby Anderson
JH Boys Track	Head Coach	Robin Burton
JH Girls Track	Head Coach	Aaron Zeller
	Assistant Coach	Morgan Peatrowsky
Golf	Head Coach	Bruce Knaak
Baseball(Coop w/B-R, Pen., E-H)	Head Coach	Clay Haymart
	Assistant Coach	Waylon Carlson

<b>2023-24 Lyons-Decatur Northeast Activity Sponsors</b>		
Weights	Head Weights	Ryan Miller
	Assistant Weights	Morgan Peatrowsky
Pep Band	Director	Vanessa Von Seggern
Vocal Music	Director	Vanessa Von Seggern
FBLA	Sponsor	Janelle Seagren
FFA	Sponsor	Kevin Anderson
High School MTSS Leader	Director	Melissa Brokaw/Joni Hegge
Elementary MTSS Leader	Director	Rachel Dolezal
National Honor Society	Sponsor	Paul Timm
One Acts	Director	Katie Mace
Spring School Play	Director	Steve Hosch
Mock Trial	Sponsor	Robin Burton
Quiz Bowl	Head Coach	Paul Timm
Speech	Head Coach	Melissa Brokaw
	Assistant Coach	Janelle Seagren
Student Council	Sponsor	Elizabeth Okerekeke
Yearbook	Sponsor	Braska Patterson/Janelle Seagren
11th Grade	Sponsor	J. Brehmer, B. Heckenlaible, R. Barber
12th Grade	Sponsor	Katie Mace
Cheer/Dance		Brittani, Courtney



## Lyons-Decatur Northeast Schools

400 S. 5<sup>th</sup> Street PO Box 526

Lyons, NE 68038-0526

Phone Number: 402-687-2363

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### Superintendent Board Report June 2023

1. Over the course of the last month of school, our school improvement team worked to collect and analyze data to determine our next 5-year cycle school improvement goals. The team has come up with the following goals for LDNE for 2023-2028:
  - a. *All students will increase their overall Math proficiency.*
  - b. *Develop and implement the Lyons-Decatur Northeast MTSS system including the use of evidence-based practices and interventions, a school-wide behavior management system, and solidify tier 1 instruction in all content areas, including SEL.*
  - c. *Implement character education for all students including the core principles of fairness, responsibility, moral courage, ethical decision-making, openness, self-knowledge, and purpose.*
2. The 2023-2024 LDNE staff coach and sponsor list is attached.
3. The 2023 senior exit survey results are attached.

*Bill Review: Evan is scheduled for July and Jim is scheduled for August.*

Suggested List of Motions

June 12, 2023

(Open Meetings Act rules posted on the north wall of the library)

1. \_\_\_\_\_ opened the meeting at \_\_\_\_\_ P.M.
  
2. It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_  
To approve the Consent Agenda items:
  1. Excuse Absent Board Members (if necessary)
  2. Minutes
  3. Treasurers Report
  4. General Fund Claims
  5. Special Building Fund Claims
  6. Lunch Fund ClaimsRoll Call: Aye: \_\_\_\_\_ Nay: \_\_\_\_\_
  
3. It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_  
to approve required board policy updates: 3001, 3033, 4003, 4045, 4059, 5003, 5004, 5035, 5052, 6003, 6004, 6005 & Option Enrollment – Appendix 1 (Student Capacity).  
Roll Call: Aye: \_\_\_\_\_ Nay: \_\_\_\_\_
  
4. It was moved by \_\_\_\_\_, seconded by \_\_\_\_\_  
to approve board policy updates: 3003.1, 3004.1, 3036, 3059, 5047, and 5064.  
Roll Call: Aye: \_\_\_\_\_ Nay: \_\_\_\_\_
  
5. \_\_\_\_\_ adjourned the meeting at \_\_\_\_\_ P.M.

## Principal Report- June 2023 Board Meeting

### A. Calendar Events

- June 1st-----1st Day of Summer Workouts
- June 5-23-----PAWS Summer Program
- August 7-----New Teacher Orientation
- August 7----- 7th-12th computer roll out/schedules
- August 10-14-----Staff Inservice
- August 14-----PK-6 Open House
- August 15-----First Day of School

### B. Professional Learning

- May 17th - The elementary staff reviewed the new math standards and adjusted their essential standards. They then began writing math proficiency scales which will help them with standards based grading.
- May 25th - Sue Schlicting and PAWS staff attended NASA training that will allow them to offer NASA Astro Camps at the School
- June 1 Mr. Swanson and Mrs. Totten attended “Leadership through the Nebraska Principal Standards” at ESU2 in Fremont.
- June 15 & 16 - Mr. Swanson will be attending the Hope champions training-
  - *Participants in this two-day Train the Trainer course will be equipped to deliver four 2-hour training courses for their school community:*
    - *Trauma and Resilience in Schools*
    - *Empathic Strain and Self-Care*
    - *Building Hope in Yourself and Others*
    - *Using Hope Science to Drive School Outcomes*
- June 28-29th, July 21, August 4- Mrs. Okereke and Mrs. Dymoski will be taking graduate course work in Native American History and Culture through the Cultural Connections 2 grant.
- July 20th - Julie Brehmer, Brenda Totten and Weston Swanson will attend a Diabetes training. This will help us to continue to provide needed health services to students in the school with diabetes (test ketone levels, check blood sugar levels, track carbs, give insulin injections....)
- Teachers will be attending various trainings throughout the summer including LETRS and the TONIES workshop at ESU2 in Fremont
- Mr. Peatrowsky and Mrs. Boden have both committed to earn their Masters Degrees through a grant program offered to schools in ESU2. At this time, both plan to earn an administrative degree.
- Mrs. Seagren is working on her Master’s in HAL through the Access Grant.

- LDNE paraprofessional and coach, Aaron Zellar, will begin a program to receive his Special Education Degree through a new Para to Teach program that is offered to schools in ESU2.

### **C. Athletics**

- Started summer workouts on June 5th.
  - Weights/Conditioning for all athletes all summer-
    - Program- Explosive Edge- Led by Mr. Miller and Mr. Patroski- Coaches volunteer for different times and days.
    - 72 athletes signed up- Times @ 5:30, 5:50, 6:10, 6:50, 7:10 and 7:30.
  - XC- Running program all summer
  - June- Boys and Girls Basketball/ Wrestling focus- various leagues and camps
  - July- Volleyball, XC, Football focus- Various leagues and Camps

### **D. PAWS Program**

- The Summer PAWS program will take place June 5-23. The scheduled times are 8:00-12:00 on most days with a 2:30 dismissal on Field Trip days.
- Sue Schlicting has been working with the PAWS program this Spring and Summer. She has offered some great STEM activities for the students including some work with drones. She will also be bringing in the NASA Astro Camp this summer as well as several other STEM activities during PAWS.
- During the month of July, parents of PAWS students were able to sign up their students for tutoring sessions. There are 12 students signed up for the month of July.

### **E. Other**

- Emma Kwikkel will represent LDNE as one of several Nebraska teachers holding the flag at Game 7 of the College World Series on June 19th (approximately 12:50-1:00pm).



**Boyd Jones Construction**  
 950 South 10th Street, Suite 100  
 Omaha, Nebraska 68108  
 P: (402) 553-1804  
 F: (402) 561-7705

**Project: 21-047 Lyons-Decatur Northeast School**  
 400 South 5th Street  
 Lyons, Nebraska 68038

## O.A.C. Meeting Agenda: Meeting #12

**Meeting Date** May 11, 2023 **Meeting Time** 1:00 AM - 3:00 PM Central Time (US & Canada)

**Meeting Location** 400 South 5th street, Lyons, NE 68038 (Media Center)

**Overview** Bi-Weekly OAC Meeting

### Attachments

### Scheduled Attendees

Name	Company	Phone Number	Email
Scott Brown	Boyd Jones Construction Company	P: (402) 550-1788	sbrown@boydjones.biz
Chris Hartley	Boyd Jones Construction Company	P: (402) 553-1804	chartley@boydjones.biz
Brandon Jackson	Boyd Jones Construction Company	P: (531) 239-0025	bjackson@boydjones.biz
Melinda Lattig	Clark & Enersen, Inc.	P: 402-477-9291	melinda.lattig@clarkenersen.com
Michael Ripp	Clark & Enersen, Inc.	P: 402-477-9291	michael.ripp@clarkenersen.com
Tim Ripp	Clark & Enersen, Inc.	P: 402-477-9291	tripp@clarkenersen.com
Hannah Schafers	Clark & Enersen, Inc.	P: 402-477-9291	hannah.schafers@clarkenersen.com
Lindsey Beaudette	Lyons-Decatur Northeast Schools, aka Burt County School District 11-0020	P: (402) 687-2363	lbeaudette@lyonsdecaturschools.org
Chad Brehmer	Lyons-Decatur Northeast Schools, aka Burt County School District 11-0020		chadbrehmer@lyonsdecaturschools.org
Evan Myers	Lyons-Decatur Northeast Schools, aka Burt County School District 11-0020		evanmyers@lyonsdecaturschools.org
Corey Peterson	Lyons-Decatur Northeast Schools, aka Burt County School District 11-0020		coreypetersen@lyonsdecaturschools.org
Weston Swanson	Lyons-Decatur Northeast Schools, aka Burt County School District 11-0020		wswanson@lyonsdecaturschools.org
Brenda Totten	Lyons-Decatur Northeast Schools, aka Burt County School District 11-0020		btotten@lyonsdecaturschools.org
Jolene Troutman	Lyons-Decatur Northeast Schools, aka Burt County School District 11-0020		jolenetroutman@lyonsdecaturschools.org

### SAFETY AND SITE SECURITY

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.1	1	Safety and Separation				Open
<b>Description</b> Discuss any Owner related or construction related safety items or concerns.						

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.2	1	Site Security				Open
<b>Description</b> Discuss any site security concerns						

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.3	1	Hazards				Open
<b>Description</b> Discuss any current hazards on site <ul style="list-style-type: none"> <li>• Equipment operation</li> <li>• Open Excavations</li> </ul> <p>*ALL SITE VISITORS MUST BE ESCORTED BY A BOYD JONES SUPERVISOR*</p>						

## SCHEDULE AND COORDINATION

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
2.1	1	3-Week Look-Ahead Schedule				Open
<b>Description</b> Discuss 3-week look-ahead schedule  Manhours since last OAC: <b>1,417</b> Manhours logged to date: <b>10,773</b>						
<b>Attachments</b> <a href="#">Lyons - Three Week Schedule #3 (5_8_23) (version 1).xlsb.pdf</a>						

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
2.2	1	Overall Schedule				Open
<b>Description</b> Discuss any overall schedule concerns						

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
2.3	1	Owner-Furnished Materials or Services				On Hold
<b>Description</b> Discuss any Owner-Furnished materials or services that are pertinent to the schedule at this time.						

\*Shot Put and Discus Rings\* (OPEN ITEM)

**RFIs**

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status																																																							
3.1	1	RFI Log				Open																																																							
<p><b>Description</b> Review current RFI Log for outstanding items and RFI's that have been closed since last meeting.</p> <table border="1"> <thead> <tr> <th>#</th> <th>Initiated At</th> <th>Subject</th> <th>Status</th> <th>Ball In Court</th> </tr> </thead> <tbody> <tr> <td>67</td> <td>5/11/2023</td> <td>APC-3 Clarification</td> <td>Closed</td> <td></td> </tr> <tr> <td>66</td> <td>5/9/2023</td> <td>Storm Shelters Slab on Deck Rebar Requirements</td> <td>Open</td> <td>Ripp, Michael; Lattig, Melinda</td> </tr> <tr> <td>65</td> <td>5/8/2023</td> <td>Fire Extinguisher Cabinet Type</td> <td>Closed</td> <td></td> </tr> <tr> <td>64</td> <td>5/3/2023</td> <td>HSS 3 1/2 x2x 1/4 Tubing @ Parapets</td> <td>Closed</td> <td></td> </tr> <tr> <td>63</td> <td>5/1/2023</td> <td>Door Hardware Revisions</td> <td>Open</td> <td>Jackson, Brandon</td> </tr> <tr> <td>62</td> <td>4/28/2023</td> <td>Tube Framing Detail @ The Gym's North wall</td> <td>Closed</td> <td></td> </tr> <tr> <td>61</td> <td>4/21/2023</td> <td>Gym Equipment's Padding Colors</td> <td>Closed</td> <td></td> </tr> <tr> <td>51</td> <td>3/14/2023</td> <td>New Windows Openings in Existing Building</td> <td>Open</td> <td>Jackson, Brandon</td> </tr> <tr> <td>47</td> <td>3/9/2023</td> <td>Wood Wall Clarification</td> <td>Open</td> <td>Jackson, Brandon</td> </tr> <tr> <td>27</td> <td>1/25/2023</td> <td>Sanitary Sewer in Area D</td> <td>Open</td> <td>Ripp, Michael; Lattig, Melinda</td> </tr> </tbody> </table>							#	Initiated At	Subject	Status	Ball In Court	67	5/11/2023	APC-3 Clarification	Closed		66	5/9/2023	Storm Shelters Slab on Deck Rebar Requirements	Open	Ripp, Michael; Lattig, Melinda	65	5/8/2023	Fire Extinguisher Cabinet Type	Closed		64	5/3/2023	HSS 3 1/2 x2x 1/4 Tubing @ Parapets	Closed		63	5/1/2023	Door Hardware Revisions	Open	Jackson, Brandon	62	4/28/2023	Tube Framing Detail @ The Gym's North wall	Closed		61	4/21/2023	Gym Equipment's Padding Colors	Closed		51	3/14/2023	New Windows Openings in Existing Building	Open	Jackson, Brandon	47	3/9/2023	Wood Wall Clarification	Open	Jackson, Brandon	27	1/25/2023	Sanitary Sewer in Area D	Open	Ripp, Michael; Lattig, Melinda
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66	5/9/2023	Storm Shelters Slab on Deck Rebar Requirements	Open	Ripp, Michael; Lattig, Melinda																																																									
65	5/8/2023	Fire Extinguisher Cabinet Type	Closed																																																										
64	5/3/2023	HSS 3 1/2 x2x 1/4 Tubing @ Parapets	Closed																																																										
63	5/1/2023	Door Hardware Revisions	Open	Jackson, Brandon																																																									
62	4/28/2023	Tube Framing Detail @ The Gym's North wall	Closed																																																										
61	4/21/2023	Gym Equipment's Padding Colors	Closed																																																										
51	3/14/2023	New Windows Openings in Existing Building	Open	Jackson, Brandon																																																									
47	3/9/2023	Wood Wall Clarification	Open	Jackson, Brandon																																																									
27	1/25/2023	Sanitary Sewer in Area D	Open	Ripp, Michael; Lattig, Melinda																																																									

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
3.2	1	Potential RFIs				Open
<p><b>Description</b> <u>Discuss any potential RFIs-</u> - -Batt Insulation Above Existing Acoustical Ceiling Tiles.</p>						

**SUBMITTALS**

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status								
4.1	1	Submittal Log				Open								
<p><b>Description</b> Review Open submittals in Architect's BIC or Contractors BIC</p> <table border="1"> <thead> <tr> <th>#</th> <th>Title</th> <th>Issue Date</th> <th>Ball In Court</th> </tr> </thead> <tbody> <tr> <td>10 14 23-2</td> <td>Interior Room Signage and Graphics</td> <td>5/4/2023</td> <td>Lattig, Melinda (Clark &amp; Enersen, Inc.); Ripp, Michael (Clark &amp; Enersen, Inc.)</td> </tr> </tbody> </table>							#	Title	Issue Date	Ball In Court	10 14 23-2	Interior Room Signage and Graphics	5/4/2023	Lattig, Melinda (Clark & Enersen, Inc.); Ripp, Michael (Clark & Enersen, Inc.)
#	Title	Issue Date	Ball In Court											
10 14 23-2	Interior Room Signage and Graphics	5/4/2023	Lattig, Melinda (Clark & Enersen, Inc.); Ripp, Michael (Clark & Enersen, Inc.)											

09 64 66-2	Gymnasium Wood Athletic Floor- Samples	4/4/2023	Lattig, Melinda (Clark & Enersen, Inc.); Ripp, Michael (Clark & Enersen, Inc.)
07 62 00-1	Roof Flashing and Sheet Metal- (Product Data and Shop Drawings)	4/25/2023	Lattig, Melinda (Clark & Enersen, Inc.); Ripp, Michael (Clark & Enersen, Inc.)
06 41 16-2	Phase 1 Casework- Existing Media Center Area (Product Data and Shop Drawings)	5/5/2023	Lattig, Melinda (Clark & Enersen, Inc.); Ripp, Michael (Clark & Enersen, Inc.)
05 40 00-3	Cold-Formed Metal Framing - Delegated Design Calcs	4/26/2023	Lattig, Melinda (Clark & Enersen, Inc.); Ripp, Michael (Clark & Enersen, Inc.)
05 40 00-2	Cold-Formed Metal Framing - Shop Drawing	4/26/2023	Lattig, Melinda (Clark & Enersen, Inc.); Ripp, Michael (Clark & Enersen, Inc.)

**+Glass Samples**

**Upcoming High Priority Submittals:**

- Brick Mock-Up
- Aluminum Frames

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
4.2	1	Submittal Questions				Open
<b>Description</b> Discuss if there are any questions about any products to be submitted.						

**CHANGES TO WORK**

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
5.1	1	ASIs, PRs, PCOs, COs				Open
<b>Description</b> Discuss any pertinent ASIs, PRs, PCOs, or COs.						
PR 012 - Misc. Keying Meeting Items PR 013 - Fire Alarm Revisions						
*Floor Tile in Ag. Building* -BJC to provide pricing for installing LVT						

**ADDITIONAL ITEMS NOTED**

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
6.1	1	Miscellaneous Discussion Items				Open

THREE WEEK SCHEDULE

Project Name: Lyons Decatur		Schedule No.:																				
Job Number: 21-007		Period Starting: 8-May-23																				
Superintendent: Chris Hartley		Period Ending: 28-May-23																				
TASK / ACTIVITY	COMPANY	8-May-23 - 28-May-23														COMMENTS						
		M	T	W	T	F	S	S	M	T	W	T	F	S	S							
		5/8	5/9	5/10	5/11	5/12	5/13	5/14	5/15	5/16	5/17	5/18	5/19	5/20	5/21	5/22	5/23	5/24	5/25	5/26	5/27	5/28
<b>Building</b>																						
Foundation at corridor north of gym.	Heartland			x	x	x																Weather Dependent
Underground Plumbing at Kitchen and Area A	Midwestern	x	x	x	x	x			x	x	x	x	x			x	x	x	x			Need access to Kitchen on 5/15/23
Underground Elec at Weight room and Area A/B/C	Allied	x	x	x	x	x			x	x	x	x	x			x	x	x	x			For crane.
Underground Elec at GYM	Allied												x			x	x	x	x	x		Verify With DM Steel
Set Gym Joist/Deck and Detailing	DM Steel									x	x	x	x									
Set Steel for area C	DM Steel				x	x			x	x	x											
Set Steel for area B	DM Steel															x	x	x	x	x		
Temp Lighting	Allied																					As needed
Grade touchup	BJC																					As needed
Backfill	BJC			x	x																	
Joint Sealant Up and Overs	Senegal		x	x	x					x	x	x										
Coat and grout at Precast for Weight room	Senegal									x	x	x										
Roof Blocking	BJC		x	x	x	x			x	x	x	x	x			x	x	x	x	x		
<b>Upcoming Work</b>																						
Area D Demo/Dirt Work	Cooney/Allied																					Sanitary Sewer/Discuss with Cooney
Summer work	Alli															x	x	x	x	x		
Temp Fence install	American Fence																					Discuss with Owner
2" water main installation	Jensen																					Discuss timing with Owner
5th Street pour Open	Heartland.			x																		
Weight room Roof Pour	Heartland.																					
Termite Control																						
North Wall Framing	Tristate																					



**Boyd Jones Construction**  
 950 South 10th Street, Suite 100  
 Omaha, Nebraska 68108  
 P: (402) 553-1804  
 F: (402) 561-7705

**Project: 21-047 Lyons-Decatur Northeast School**  
 400 South 5th Street  
 Lyons, Nebraska 68038

## O.A.C. Meeting Agenda: Meeting #13

**Meeting Date** May 25, 2023 **Meeting Time** 1:00 AM - 3:00 PM Central Time (US & Canada)

**Meeting Location** 400 South 5th street, Lyons, NE 68038 (Media Center)

**Overview** Bi-Weekly OAC Meeting

### Attachments

### Scheduled Attendees

Name	Company	Phone Number	Email
Scott Brown	Boyd Jones Construction Company	P: (402) 550-1788	sbrown@boydjones.biz
Chris Hartley	Boyd Jones Construction Company	P: (402) 553-1804	chartley@boydjones.biz
Brandon Jackson	Boyd Jones Construction Company	P: (531) 239-0025	bjackson@boydjones.biz
Melinda Lattig	Clark & Enersen, Inc.	P: 402-477-9291	melinda.lattig@clarkenersen.com
Michael Ripp	Clark & Enersen, Inc.	P: 402-477-9291	michael.ripp@clarkenersen.com
Tim Ripp	Clark & Enersen, Inc.	P: 402-477-9291	tripp@clarkenersen.com
Hannah Schafers	Clark & Enersen, Inc.	P: 402-477-9291	hannah.schafers@clarkenersen.com
Lindsey Beaudette	Lyons-Decatur Northeast Schools, aka Burt County School District 11-0020	P: (402) 687-2363	lbeaudette@lyonsdecaturschools.org
Chad Brehmer	Lyons-Decatur Northeast Schools, aka Burt County School District 11-0020		chadbrehmer@lyonsdecaturschools.org
Evan Myers	Lyons-Decatur Northeast Schools, aka Burt County School District 11-0020		evanmyers@lyonsdecaturschools.org
Corey Peterson	Lyons-Decatur Northeast Schools, aka Burt County School District 11-0020		coreypetersen@lyonsdecaturschools.org
Weston Swanson	Lyons-Decatur Northeast Schools, aka Burt County School District 11-0020		wswanson@lyonsdecaturschools.org
Brenda Totten	Lyons-Decatur Northeast Schools, aka Burt County School District 11-0020		btotten@lyonsdecaturschools.org
Jolene Troutman	Lyons-Decatur Northeast Schools, aka Burt County School District 11-0020		jolenetroutman@lyonsdecaturschools.org

### SAFETY AND SITE SECURITY

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.1	1	Safety and Separation				Open
<b>Description</b> Discuss any Owner related or construction related safety items or concerns.						

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.2	1	Site Security				Open
<b>Description</b> Discuss any site security concerns						

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.3	1	Hazards				Open
<b>Description</b> Discuss any current hazards on site						
<ul style="list-style-type: none"> <li>• Equipment operation</li> <li>• Open Excavations</li> </ul>						
*ALL SITE VISITORS MUST BE ESCORTED BY A BOYD JONES SUPERVISOR*						

**SCHEDULE AND COORDINATION**

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
2.1	1	3-Week Look-Ahead Schedule				Open
<b>Description</b> Discuss 3-week look-ahead schedule						
Manhours since last OAC: <b>1,430</b> Manhours logged to date: <b>12,203.0</b>						
<b>Attachments</b> <a href="#">Lyons - Three Week Schedule_ NEW BUILDING_(5_22_23) (version 1).xlsb.pdf</a> , <a href="#">Look_Ahead_Schedule_05_24_Existing Building.pdf</a>						

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
2.2	1	Overall Schedule				Open
<b>Description</b> Discuss any overall schedule concerns						

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
2.3	1	Owner-Furnished Materials or Services				Open
<b>Description</b> Discuss any Owner-Furnished materials or services that are pertinent to the schedule at this time.						

	<p>*Shot Put and Discus Ring Locations* (OPEN ITEM)</p> <p>*Shelving on West Wall of Media Center*</p>
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**RFIs**

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status																																																		
3.1	1	RFI Log	Brandon Jackson (Boyd Jones Construction Company)			Open																																																		
<p><b>Description</b> Review current RFI Log for outstanding items and RFI's that have been closed since last meeting.</p> <table border="1"> <thead> <tr> <th>#</th> <th>Initiated At</th> <th>Subject</th> <th>Status</th> <th>Ball In Court</th> </tr> </thead> <tbody> <tr> <td>27</td> <td>1/25/2023</td> <td>Sanitary Sewer in Area D</td> <td>Open</td> <td>Boyd Jones Is Pricing Options</td> </tr> <tr> <td>51</td> <td>3/14/2023</td> <td>New Windows Openings in Existing Building</td> <td>Open</td> <td>Jackson, Brandon</td> </tr> <tr> <td>68</td> <td>5/16/2023</td> <td>Existing Batt Insulation Installed Above Ceiling Tile</td> <td>Closed</td> <td></td> </tr> <tr> <td>69</td> <td>5/18/2023</td> <td>Existing Wiremold on West Wall of Media Center</td> <td>Open</td> <td>Ripp, Michael; Lattig, Melinda</td> </tr> <tr> <td>70</td> <td>5/18/2023</td> <td>Existing Breezeway Structure Demo</td> <td>Closed</td> <td></td> </tr> <tr> <td>71</td> <td>5/19/2023</td> <td>Existing Lights In Room 107E + 107</td> <td>Open</td> <td>Ripp, Michael; Lattig, Melinda</td> </tr> <tr> <td>72</td> <td>5/24/2023</td> <td>Exterior Finish Above ALF-121</td> <td>Closed</td> <td></td> </tr> <tr> <td>73</td> <td>5/24/2023</td> <td>Existing Ceiling Mounted Junction Boxes- Area D</td> <td>Closed</td> <td></td> </tr> <tr> <td>74</td> <td>5/24/2023</td> <td>Benchtop @ West Wall of Media Center</td> <td>Closed</td> <td></td> </tr> </tbody> </table>							#	Initiated At	Subject	Status	Ball In Court	27	1/25/2023	Sanitary Sewer in Area D	Open	Boyd Jones Is Pricing Options	51	3/14/2023	New Windows Openings in Existing Building	Open	Jackson, Brandon	68	5/16/2023	Existing Batt Insulation Installed Above Ceiling Tile	Closed		69	5/18/2023	Existing Wiremold on West Wall of Media Center	Open	Ripp, Michael; Lattig, Melinda	70	5/18/2023	Existing Breezeway Structure Demo	Closed		71	5/19/2023	Existing Lights In Room 107E + 107	Open	Ripp, Michael; Lattig, Melinda	72	5/24/2023	Exterior Finish Above ALF-121	Closed		73	5/24/2023	Existing Ceiling Mounted Junction Boxes- Area D	Closed		74	5/24/2023	Benchtop @ West Wall of Media Center	Closed	
#	Initiated At	Subject	Status	Ball In Court																																																				
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74	5/24/2023	Benchtop @ West Wall of Media Center	Closed																																																					

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
3.2	1	Potential RFIs				Open
<p><b>Description</b> Discuss any potential RFIs-</p> <ul style="list-style-type: none"> <li>- * Revised Lintel Types</li> <li>*Precast Weep Detail</li> <li>*Existing Power Feeding RTU's on Existing Gym Roof</li> </ul>						

**SUBMITTALS**

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
4.1	1	Submittal Log				Open
<b>Description</b>						
Review Open submittals in Architect's BIC or Contractors BIC						
#	Title	Type	Issue Date	Ball In Court	Status	
26 51 00-1	Light Fixtures H and HE (Product Data and Shop Drawings) RESUBMITTAL #3	Shop Drawing	05/16/2023	Lattig, Melinda (Clark & Enersen, Inc.) Ripp, Michael (Clark & Enersen, Inc.)	Open	
23 31 13-1	Ductwork	Product Data	05/19/2023	Lattig, Melinda (Clark & Enersen, Inc.) Ripp, Michael (Clark & Enersen, Inc.)	Open	
22 21 23-1	Alternate Circulation Pump for Mixing Valve	Product Data	05/23/2023	Lattig, Melinda (Clark & Enersen, Inc.) Ripp, Michael (Clark & Enersen, Inc.)	Open	
10 14 23-2	Interior Room Signage and Graphics	Shop Drawing	05/04/2023	Lattig, Melinda (Clark & Enersen, Inc.) Ripp, Michael (Clark & Enersen, Inc.)	Open	
09 64 66-2	Gymnasium Wood Athletic Floor- Samples	Sample	04/04/2023	Lattig, Melinda (Clark & Enersen, Inc.) Ripp, Michael (Clark & Enersen, Inc.)	Open	
08 80 00-1	Glass Samples	Sample	05/12/2023	Lattig, Melinda (Clark & Enersen, Inc.) Ripp, Michael (Clark & Enersen, Inc.)	Open	
08 41 13-2	Aluminum Frame Color Sample	Sample	05/11/2023	Lattig, Melinda (Clark & Enersen, Inc.) Ripp, Michael (Clark & Enersen, Inc.)	Open	
06 41 16-2	Phase 1 Casework- Existing Media Center Area (Product Data and Shop Drawings)	Shop Drawing	05/05/2023	Lattig, Melinda (Clark & Enersen, Inc.) Ripp, Michael (Clark & Enersen, Inc.)	Open	
06 10 00-3	Rough Carpentry	Product Data	05/22/2023	Lattig, Melinda (Clark & Enersen, Inc.) Ripp, Michael (Clark & Enersen, Inc.)	Open	
<b>-Paint Samples</b>						
<b>-</b>						
<b>Upcoming High Priority Submittals:</b>						
Brick Mock-Up						
Aluminum Frames						

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
4.2	1	Submittal Questions				Open
<b>Description</b>						
Discuss if there are any questions about any products to be submitted.						

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**CHANGES TO WORK**

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
5.1	1	ASIs, PRs, PCOs, COs				Open
<p><b>Description</b>                      Discuss any pertinent ASIs, PRs, PCOs, or COs.</p> <p>NEW PR's                      PR 015 - Wood Wall Revisions                      PR 016 - Roof Wall Section Clarifications                      PR 017 - Gym Projector Receptacle</p> <p>Attached is PR Log</p>						
<p><b>Attachments</b>  <a href="#">LDNE PCO Log.pdf</a></p>						

**ADDITIONAL ITEMS NOTED**

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
6.1	1	Miscellaneous Discussion Items				Open
<p><b>Description</b>                      * Additional Parking*</p> <p>*Replacing Sidewalk Panel and Curb/Gutter Infront of School Entry*</p>						

THREE WEEK SCHEDULE

Project Name:		Lyons Decatur		Schedule No.:																				
Job Number:		21-007		Period Starting:		22-May-23																		
Superintendent:		Chris Hartley		Period Ending:		11-Jun-23																		
TASK / ACTIVITY	COMPANY	22-May-23										11-Jun-23										COMMENTS		
		M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		S	
		5/22	5/23	5/24	5/25	5/26	5/27	5/28	5/29	5/30	5/31	6/1	6/2	6/3	6/4	6/5	6/6	6/7	6/8	6/9	6/10	6/11		
<b>Building</b>																								
Framing at corridor north of gym.	tristate					x				x	x	x											Weather Dependent	
Underground Plumbing at Kitchen and Area A	Midwestern	x	x	x	x	x																	Back onsite week of 6/12	
Underground Elec at Area A/B/C	Allied	x	x	x	x	x			x	x	x	x			x	x	x	x	x				Verify With DM Steel	
Underground Elec at GYM	Allied												x		x	x								
Set Gym Deck and Detailing	DM Steel	x	x	x																				
Set Steel for area C	DM Steel	x																					Restart after Gym Floor pour	
Set Steel for area B	DM Steel		x	x	x	x			x	x	x	x												
Set Steel for area A	DM Steel														x	x	x	x	x					
Temp Lighting	Allied																						As needed	
Grade touchup	BJC				x	x					x	x				x	x						As needed	
Joint Sealant Up and Overs	Senegal					x	x																	
Coat and grout at Precast for Weight room	Senegal				x	x			x	x	x													
Roof Blocking	BJC																						As Needed	
Gym RTU Curb install	JW Smith														x	x	x							
Start Roofing	White Castle																		x	x				
Weight room Deck pour	Heartland									x	x	x												
Weight room floor pour	Heartland														x	x								
Gym Floor pour	Heartland																				x			
Termite Control	Bear Services												x					x						
<b>Upcoming Work</b>																								
Area D Demo/Dirt Work	Cooney/Allied																						Structural issues with Breezway	
Summer work	All	x	x	x	x	x			x	x	x	x			x	x	x	x	x					
Temp Fence install	American Fence																						Discuss with Owner	
2" water main installation	Jensen																						Discuss timing with Owner	
Form and pour curbs	Heartland																							

# 3-Week Look Ahead Existing Building

TASK / ACTIVITY	COMPANY	22-May-23 - 12-Jun-23														COMMENTS						
		M	T	W	T	F	S	S	M	T	W	T	F	S	S							
		5/22	5/23	5/24	5/25	5/26	5/27	5/28	5/29	5/30	5/31	6/1	6/2	6/3	6/4	6/5	6/6	6/7	6/8	6/9	6/10	6/11
Ceiling Demo	Boyd Jones	X	X	X	X	X				X	X	X	X			X	X	X				
Electrical Demo	Allied Electrical	X	X	X	X	X				X	X	X	X			X	X	X				
Asbestos Abatement	ABC Abatement		X	X	X	X				X												
Mechanical Demo	J.W. Smith			X	X	X																
Ductwork Procurement	J.W. Smith									X	X	X	X			X	X	X				
Fire Sprinkler Installation	Midwest Sprinkler									X	X	X	X			X	X	X	X	X		
Electrical/Data/Fire Alarm Rough-In	Allied Electrical									X	X	X	X			X	X	X	X	X		
Flooring Demolition	Boyd Jones															X	X	X	X	X		
Framing Walls and Ceilings	Tri-State Drywall																	X	X	X		
Layout and Prep for Lintels, Window and Ductwork Cut-In	RT Masonary/Boyd Jones																		X	X		
Upcoming Events:																						
<u>Cutting Openings In Existing Building</u>	Concrete Cutters																					(Week of 06/12)
<u>Building/Installing Temp Enclosures</u>	Boyd Jones																					As needed
<u>Lintel Installation</u>	RT Masonary																					Start on 06/15 finish by 06/23
<u>Prep For Windows</u>	Boyd Jones																					Finish by 06/23
<u>Field Measure Windows Openings</u>	Precision Glass																					Field Verify on 06/23 or 06/26





**Boyd Jones Construction**  
 950 South 10th Street, Suite 100  
 Omaha, Nebraska 68108  
 P: (402) 553-1804  
 F: (402) 561-7705

**Project: 21-047 Lyons-Decatur Northeast School**  
 400 South 5th Street  
 Lyons, Nebraska 68038

## O.A.C. Meeting Agenda: Meeting #14

<b>Meeting Date</b>	Jun 8, 2023	<b>Meeting Time</b>	1:00 AM - 3:00 PM Central Time (US & Canada)
<b>Meeting Location</b>	400 South 5th street, Lyons, NE 68038 (Media Center)		
<b>Overview</b>	Bi-Weekly OAC Meeting		

### Attachments

### Scheduled Attendees

Name	Company	Phone Number	Email
Scott Brown	Boyd Jones Construction Company	P: (402) 550-1788	sbrown@boydjones.biz
Ty Evangelisti	Boyd Jones Construction Company	P: (402) 553-1804	tyevangelisti@boydjones.biz
Chris Hartley	Boyd Jones Construction Company	P: (402) 553-1804	chartley@boydjones.biz
Brandon Jackson	Boyd Jones Construction Company	P: (531) 239-0025	bjackson@boydjones.biz
Melinda Lattig	Clark & Enersen, Inc.	P: 402-477-9291	melinda.lattig@clarkenersen.com
Michael Ripp	Clark & Enersen, Inc.	P: 402-477-9291	michael.ripp@clarkenersen.com
Tim Ripp	Clark & Enersen, Inc.	P: 402-477-9291	tripp@clarkenersen.com
Hannah Schafers	Clark & Enersen, Inc.	P: 402-477-9291	hannah.schafers@clarkenersen.com
Lindsey Beaudette	Lyons-Decatur Northeast Schools, aka Burt County School District 11-0020	P: (402) 687-2363	lbeaudette@lyonsdecaturschools.org
Chad Brehmer	Lyons-Decatur Northeast Schools, aka Burt County School District 11-0020		chadbrehmer@lyonsdecaturschools.org
Evan Myers	Lyons-Decatur Northeast Schools, aka Burt County School District 11-0020		evanmyers@lyonsdecaturschools.org
Corey Peterson	Lyons-Decatur Northeast Schools, aka Burt County School District 11-0020		coreypetersen@lyonsdecaturschools.org
Weston Swanson	Lyons-Decatur Northeast Schools, aka Burt County School District 11-0020		wswanson@lyonsdecaturschools.org
Brenda Totten	Lyons-Decatur Northeast Schools, aka Burt County School District 11-0020		btotten@lyonsdecaturschools.org
Jolene Troutman	Lyons-Decatur Northeast Schools, aka Burt County School District 11-0020		jolenetroutman@lyonsdecaturschools.org

### SAFETY AND SITE SECURITY

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.1	1	Safety and Separation				Open
<b>Description</b> Discuss any Owner related or construction related safety items or concerns.  1) Water Shut-Off Week of 06/12, discuss timing/dates that works best  2) Fence Installation Scheduled for 06/19						

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.2	1	Site Security				Open
<b>Description</b> Discuss any site security concerns.						

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
1.3	1	Hazards				Open
<b>Description</b> Discuss any current hazards on site  <ul style="list-style-type: none"> <li>• Equipment operation</li> <li>• Open Excavations</li> </ul> *ALL SITE VISITORS MUST BE ESCORTED BY A BOYD JONES SUPERVISOR*						

**SCHEDULE AND COORDINATION**

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
2.1	1	3-Week Look-Ahead Schedule				Open
<b>Description</b> Discuss 3-week look-ahead schedule  Manhours since last OAC: <b>1,649</b> Manhours logged to date: <b>13,852.0</b>						
<b>Attachments</b> <a href="#">Look Ahead Schedule_06_08_23_LDNE_Existing.pdf</a> , <a href="#">Lyons - Three Week Schedule #3 (6_5_23)_NEW.pdf</a>						

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
2.2	1	Owner-Furnished Materials or Services				Open
<b>Description</b> Discuss any Owner-Furnished materials or services that are pertinent to the schedule at this time.  *Status of Earthwork Contractor for Shot Put and Discus Ring*						

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**RFIs**

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
3.1	1	RFI Log	Brandon Jackson (Boyd Jones Construction Company)			Open
<b>Description</b> Review current RFI Log for outstanding items and RFI's that have been closed since last meeting.						
#	Initiated At	Subject	Status	Ball In Court		
51	3/14/2023	New Windows Openings in Existing Building	Open	Jackson, Brandon		
75	5/25/2023	Area B HVAC Lintels	Closed			
76	5/26/2023	Concrete for Pad Footing @ GL's E/29, E/30, H/29, and H/30.	Open	Jackson, Brandon		
77	5/31/2023	Electrical for RTU's on Existing Gym	Open	Ripp, Michael; Lattig, Melinda		
78	6/1/2023	Anchor Bolts Placement @ GL's 29/H	Closed			
79	6/7/2023	Media Center Relief Damper	Open	Ripp, Michael; Lattig, Melinda		
80	6/8/2023	Joist Bottom Bridging Conflict with Wood Ceiling	Open	Ripp, Michael; Lattig, Melinda		

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
3.2	1	Potential RFIs				Open
<b>Description</b> Discuss any potential RFI: -Sprinkler Heads @ Wood Ceilings  -HVAC Diffusers In Existing Building  -Existing Electrical Fed with Romex Cable						

**SUBMITTALS**

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
4.1	1	Submittal Log				Open
<b>Description</b> Review Open submittals in Architect's BIC or Contractors BIC						
#	Title	Type	Issue Date	Ball In Court		
114000-3	Food Service - Product Data	Product Data	05/31/2023	Lattig, Melinda (Clark & Enersen, Inc.) Ripp, Michael (Clark & Enersen, Inc.)		
22 07 19-1	Plumbing Piping Insulation	Product Data	06/05/2023	Lattig, Melinda (Clark & Enersen, Inc.) Ripp, Michael (Clark & Enersen, Inc.)		

10 51 13-3	Metal Lockers - Shop Drawing	Shop Drawing	05/31/2023	Lattig, Melinda (Clark & Enersen, Inc.) Ripp, Michael (Clark & Enersen, Inc.)
10 51 13-2	Metal Lockers - Sample	Sample	05/31/2023	Lattig, Melinda (Clark & Enersen, Inc.) Ripp, Michael (Clark & Enersen, Inc.)
10 51 13-1	Metal Lockers - Product Data	Product Data	05/31/2023	Lattig, Melinda (Clark & Enersen, Inc.) Ripp, Michael (Clark & Enersen, Inc.)
09 64 66-2	Gymnasium Wood Athletic Floor- Samples	Sample	04/04/2023	Awaiting on Stain Samples
08 80 00-1	Glass Samples	Sample	05/12/2023	Lattig, Melinda (Clark & Enersen, Inc.) Ripp, Michael (Clark & Enersen, Inc.)
08 41 13-2	Aluminum-Framed Entrances and Storefronts - Shop Drawing	Shop Drawing	06/01/2023	Lattig, Melinda (Clark & Enersen, Inc.) Ripp, Michael (Clark & Enersen, Inc.)

**Upcoming High Priority Submittals:**

Brick Mock-Up (View On Wednesday?)  
 Paint Sample Resubmittal  
 Wood Ceilings

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
4.2	1	Submittal Questions				Open
<b>Description</b> Discuss if there are any questions about any products to be submitted.						

**CHANGES TO WORK**

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
5.1	1	ASIs, PRs, PCOs, COs				Open
<b>Description</b> Discuss any pertinent ASIs, PRs, PCOs, or COs.  NEW PR's  PR 014 - Time Capsule Rough-in PR 015 - Wood Wall Revisions PR 016 - Roof Wall Section Clarifications PR 017 - Gym Projector Receptacle PR 018- Owner Requested Concrete PR 019 - Interior Graphics						
<b>Attachments</b> <a href="#">LDNE PCO Log.pdf</a>						

**ADDITIONAL ITEMS NOTED**

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
6.1	1	Miscellaneous Discussion Items				Open
		<b>Description</b> * Additional Parking*				





The Board of Education of the Lyons-Decatur School District No. 20 met in regular session on Monday, May 8, 2023, in the Secondary Library. Notice of the meeting was given in advance thereof by publishing notice in the Lyons Mirror-Sun, designated method for giving notice. Meeting notices were also posted at the Superintendent's office and on the school website. Notice of the meeting was given in advance to all members and agenda was communicated in the notice to the board of this meeting. All proceedings hereinafter were taken while the convened meeting was open to the attendance of the public. Present were Archer, Bacon, Brehmer, Christiansen, Miller, Myers, Petersen, Troutman, and Vlach. The open meeting laws are posted on the library wall.

Posted Locations: Lyons-Mirror Sun, lyonsdecaturschools.org, front door of the school

Posted Date: 4/27/23

Lisa Christiansen opened the meeting at 7:30 p.m.

Superintendent Report: The school wellness triennial assessment results and final report from our frameworks school improvement visit were shared with the board. Graduation will take place on Sunday, May 14<sup>th</sup> at 2:00 p.m. with Mrs. Bacon, Mrs. Christiansen, Mr. Myers, and Mr. Vlach assisting. Recognition was given to the 2022-2023 FFA students.

Principal Report: The PAWS summer program will run from June 5<sup>th</sup> – 23<sup>rd</sup>. The FBLA, FFA, and Spring Play reports were shared with the board.

The Building and Grounds Committee met for our bi-weekly meetings with Clark & Enerson and Boyd Jones on April 13<sup>th</sup> and April 27<sup>th</sup>.

It was moved by Chad Brehmer, seconded by James Vlach, to approve the consent agenda Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye  
Aye: 9, Nay: 0

It was moved by Jaime Bacon, seconded by Corey Petersen, to approve the bid from White Castle Roofing for \$130,400 for the reroof project. Roll Call. Archer: Aye, Bacon: Aye, Brehmer: Aye, Christiansen: Aye, Miller: Aye, Myers: Aye, Petersen: Aye, Troutman: Aye, Vlach: Aye  
Aye: 9, Nay: 0

Discussion: James Vlach provided an update on the legislative session.

The next regular board meeting will be Monday, June 12<sup>th</sup> at 7:30 p.m. in the Elementary Library.

Lisa Christiansen closed the meeting at 8:04 p.m.

I the undersigned, secretary of the School District of Lyons-Decatur Northeast, in the County of Burt, in the State of Nebraska, hereby certify that all of the subjects included in the foregoing

proceedings were contained in the agenda for the meeting, kept continually current and available for inspection at the office of the secretary, located in the main office of the school, Lyons Center, except those items of an emergency nature added at the meeting by motion and roll call vote, that such subjects were contained in said agenda for at least 24 hours prior to said meeting that said minutes of the Board of Education of the School District of Lyons-Decatur Northeast in the County of Burt, State of Nebraska were in written form and available for inspection by the public within 24 hours and prior to the next convened meeting of said body; that all news media requesting notification concerning meeting of said body were provided advance notification of the time and place of said meeting and subjects to be discussed at said meeting.

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Secretary, Board of Education

ATTEST:

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President, Board of Education

## Treasurer's Report

At the close of business May 31, 2023

Cash Balance on April 28, 2023 -450.30

### Receipts for May 2023

Burt County	\$ 1,112,969.40	
Other County	\$ 72,935.20	
State of NE - SPED Transportation	\$ 25,405.00	
State of NE-SPED	\$ 49,715.00	
ESU #2 Cultural Connections	\$ 243.97	
Refunds	\$ 154.08	
ESU #2 Perkins	\$ 6,100.00	
Medicaid	\$ 2,073.48	
Computer repairs	\$ 906.00	
Drivers Educations	\$ 3,120.00	
Village of Decatur - License fee	\$ 400.00	
State Aid	\$ 3,577.00	
Misc	\$ 5.00	
Interest	\$ 0.69	
<b>Total Receipts</b>		\$ 1,277,604.82
<b>Account Transfers</b>		\$ (858,000.00)
<b>Disbursements</b>		\$ 419,365.38

Cash Balance as of May 31, 2023 -210.86

Outstanding Checks/deposits \$ 1,254.72

Ending Bank Balance as of May 31, 2023 \$ 1,043.86

SAVINGS BALANCE      Beginning: \$ 662,750.34      ENDING BALANCE      \$ 1,522, 890.12

Beth Doht

Treasurer

**COMBINED ACCOUNT BALANCES**  
**Depreciation, Employee Benefit Fund, Bond, Special Building, and Student Fee**  
**Fund**  
**As of May 31, 2023**

**DEPRECIATION FUND**

Balance \$115,547.41

**EMPLOYEE BENEFIT FUND**

Balance \$19,529.50

**BOND FUND**

Balance \$391,209.41

**SPECIAL BUILDING FUND**

Balance \$1,300,639.95

NE Liquid Assets Balance \$17,792,947.12

**STUDENT FEE FUND**

Balance \$0

**TOTAL OF COMBINED ACCOUNTS \$19,619,873.39**

**GENERAL REIMBURSEMENT FUND**

Checking account \$6,769.19

**ACTIVITY FUND**

Balance \$94,836.67

**Treasurer's Report**  
**LUNCH FUND**  
**At the close of Business May 31, 2023**

Cash Balance April 28, 2023	\$66,212.06
Receipts for May	\$19,911.55
Disbursements for May	\$25,550.37
Cash Balance May 31, 2023	\$60,573.24
Ending Bank Balance May 31, 2023	\$60,573.24

**Expenditures for June**

Payroll	\$11,550.41
Accounts Payable	\$ 6,362.34
Total	\$17,912.75

<u>Check #</u>	<u>Vendor Name</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Checking	1			
Checking	1 Fund: 01	GENERAL FUND		
27117	ACCO BRANDS USA LLC	4726748432	COOP SUPPLIES	179.94
			Vendor Total:	179.94
27118	ALEXANDER, ANITA	20230531	MILEAGE TO PARENT	295.59
			Vendor Total:	295.59
27119	AMAZON CAPITAL SERVICES	1CN6CRP37FNQ	SUPPLIES	34.44
27119	AMAZON CAPITAL SERVICES	1GJWT1R116GT	MONITORS	268.08
27119	AMAZON CAPITAL SERVICES	1JLNNW9L6M73	MONITORS	333.88
27119	AMAZON CAPITAL SERVICES	1JR76DPJN9TF	PAWS SUPPLIES	45.00
27119	AMAZON CAPITAL SERVICES	1KDHPQGKM3V9	SUMMER PAWS SUPPLIES	119.98
27119	AMAZON CAPITAL SERVICES	1KPTYQLM17D9	STORAGE BOX	64.99
27119	AMAZON CAPITAL SERVICES	1NY9PC9P7W46	PAWS SUMMER PROGRAM	550.77
27119	AMAZON CAPITAL SERVICES	1VJHQMTRLM4L	SUMMER PROGRAM SUPPLIES	450.04
27119	AMAZON CAPITAL SERVICES	1WW7C1MY7T49	WIRELESS MIC	549.00
27119	AMAZON CAPITAL SERVICES	1WYHFGTNQ6YX	PAWS SUPPLIES	190.18
			Vendor Total:	2,606.36
27120	ANDERSON, BRENDA	20230531ANDE	MILEAGE TO PARENT	151.21
		R		
			Vendor Total:	151.21
27121	APPEARA	860874	SUPPLIES	228.62
			Vendor Total:	228.62
27122	APPLE INC	AL26466535	IPADS	5,880.00
27122	APPLE INC	AL26630497	MBA	1,939.00
27122	APPLE INC	AL27048846	20 STUDENT MBA	15,580.00
27122	APPLE INC	AL27059190	2 MAC MINI	1,758.00
27122	APPLE INC	AL27172597	MACBOOK AIR	2,198.00
			Vendor Total:	27,355.00
27123	BACON, JAIME	20230531JAIM	MILEAGE TO PARENT	371.87
		E		
			Vendor Total:	371.87
27124	BACON, TARA	20230531TBAC	MILEAGE TO PARENT	975.59
			Vendor Total:	975.59
27125	BARBER, REBECCA	20230605	ENGLISH BOOK	22.57
			Vendor Total:	22.57
27126	BEAUDETTE, LINDSEY	20230531BEAU	MILEAGE	302.61
			Vendor Total:	302.61
27127	BIRKS, SARAH	20230531BIRK	MILEAGE TO PARENT	252.02
			Vendor Total:	252.02
27128	BLACK DIAMOND ELECTRONICS	3405	BUS RADIO REPAIR	108.49
			Vendor Total:	108.49
27129	BLANC'S BODY & GLASS	20230511BLAN	REPAIR MIRROR	969.06
		C		
			Vendor Total:	969.06
27130	BLICK ART MATERIALS	893426	SCIENCE SUPPLIES-PT	25.56
			Vendor Total:	25.56
27131	BROKAW, MELISSA	20230531BROK	MILEAGE TO PARENT	174.55
			Vendor Total:	174.55
27132	CHRISTENSEN ELECTRIC LLC	5607-2	GYM LIGHTS	759.52
			Vendor Total:	759.52
27133	CITY OF LYONS	20230510CITY	UTILITIES	5,487.02
			Vendor Total:	5,487.02
27134	CLASSIC CLEAN CARWASH	20230430CLAS	VAN WASH	32.00
		S		
			Vendor Total:	32.00
27135	CLEARFLY	INV520463	PHONES SERVICE	128.73
			Vendor Total:	128.73

Check #	Vendor Name	Invoice	Description	Amount
27136	CNA AUTO SERVICES	67619	BUS 15 TIRE	653.65
27136	CNA AUTO SERVICES	67646	BUS 20 DIESEL EXHAUST FLUID	37.26
27136	CNA AUTO SERVICES	67655	BUS 22 DIESEL EXHAUST FLUID	37.26
27136	CNA AUTO SERVICES	67745	SILVER MINI WIPERS/INSTALL BRAKE	169.17
27136	CNA AUTO SERVICES	67778	VAN #4 TIRE REPAIR	18.27
27136	CNA AUTO SERVICES	67794	VAN #2 SERVICE	64.98
			Vendor Total:	980.59
27137	COMPTON, BRIDGER	20230531COMP TON	MILEAGE TO PARENT	761.66
			Vendor Total:	761.66
27138	COMPUTER HARDWARE	H38216	COMPUTER BAGS	1,550.00
			Vendor Total:	1,550.00
27139	CRAMER, AMANDA	20230531CRAM ER	MILEAGE TO PARENT	223.24
			Vendor Total:	223.24
27140	CREATIVE SITES, LLC	19080	SUMMER PAWS SHIRTS	750.75
27140	CREATIVE SITES, LLC	V*19080	SUMMER PAWS SHIRTS	(750.75)
			Vendor Total:	0.00
27208	CREATIVE XPRESSIONS	19080	PAWS SHIRTS	750.75
			Vendor Total:	750.75
27141	DE VILLIERS, MAGGIE	20230531DEV	MILEAGE TO PARENT	784.06
			Vendor Total:	784.06
27142	DEMCO INCORPORATED	7314995	LABELS	215.43
			Vendor Total:	215.43
27143	DEPARTMENT OF THE TREASURY	20230601IRS	720-V TAX	8.37
			Vendor Total:	8.37
27144	DOHT, ELIZABETH	20230531DOHT	MILEAGE/SUPPLIES	471.25
			Vendor Total:	471.25
27145	EAKES OFFICE SOLUTIONS	INV454473	PRINC OFFIC COPIER	283.49
27145	EAKES OFFICE SOLUTIONS	INV456205	EGOLD FAX	38.99
			Vendor Total:	322.48
27146	EDUCATIONAL SERVICE UNIT #2	CPI03012023- 1	CPI TRAINING	330.00
27146	EDUCATIONAL SERVICE UNIT #2	SPED2022-4	SPED SERVICES	60,918.52
			Vendor Total:	61,248.52
27147	EDUCATIONAL SERVICE UNIT #2	INDY2022-4	INDY SERVICES	14,072.83
			Vendor Total:	14,072.83
27148	ERICKSON, TONYA	20230531ERIC	MILEAGE TO PARENT	460.17
			Vendor Total:	460.17
27149	FES	856	DOMAIN REGISTRATION	250.00
			Vendor Total:	250.00
27150	FIRST NATIONAL BANK OMAHA	202300531FNB O	GOOGLE VOICE	15.44
			Vendor Total:	15.44
27151	FOLLETT SCHOOL SOLUTIONS INC.	677403F	BOOKS	5.50
			Vendor Total:	5.50
27152	FRANCISCAN HEALTHCARE	20230531FRAN C	PT SERVICES	1,130.65
			Vendor Total:	1,130.65
27153	FREDERICK, HANNAH	20230531FRED	MILEAGE TO PARENT	1,086.85
			Vendor Total:	1,086.85
27154	GENERAL REIMBURSEMENT FUND	20230531GENR EIMB	EHC ART, STATE TRACK	166.50
			Vendor Total:	166.50
27155	GLASS EDGE, INC, THE	74033	DOOR HARDWARE	24.20
			Vendor Total:	24.20
27156	HACKNEY, JOSEPH	20230531HACK	MILEAGE TO PARENT	470.44

Check #	Vendor Name	Invoice	Description	Amount
			Vendor Total:	470.44
27157	HANDS OF HEARTLAND	5012023	TRANSITION SERVICES	4,068.67
			Vendor Total:	4,068.67
27158	HEARTLAND EQUINE THERAPEUTIC RIDING ACADEMY	39165	SUMMER PROGRAM	730.00
			Vendor Total:	730.00
27159	HOLLMAN, EMILY	20230531HOLL	MILEAGE TO PARENT	581.70
			Vendor Total:	581.70
27160	HOME DEPOT PRO, THE	742367238	SUPPLIES	482.94
27160	HOME DEPOT PRO, THE	743069841	DEGREASER	46.32
27160	HOME DEPOT PRO, THE	745459214	TRASH BAGS	226.00
27160	HOME DEPOT PRO, THE	745459222	TRASH BAGS	289.92
			Vendor Total:	1,045.18
27161	HOMETOWN LEASING	20230625HOME	COPIER LEASE	691.87
			Vendor Total:	691.87
27162	JENSEN PLUMBING & HEATING	20230505JEN	REPAIR LEAK-LIBRARY	1,525.84
27162	JENSEN PLUMBING & HEATING	20230531JENS	GYM AIR, BOILER ROOM SEAL	1,189.23
			Vendor Total:	2,715.07
27163	JOSTENS INC	30125960	GRAD GOWNS	200.25
			Vendor Total:	200.25
27164	KB'S MINI MART, INC.	20230430KBS	GAS/FUEL	4,114.33
27164	KB'S MINI MART, INC.	20230531KBS	GAS/FUEL	3,068.80
			Vendor Total:	7,183.13
27165	KSB SCHOOL LAW	14159	LEGAL SERVICES/POLICIES	2,750.00
			Vendor Total:	2,750.00
27166	LAKESHORE LEARNING MATERIALS	754292053123	KINDERGARTEN SUPPLIES	57.49
			Vendor Total:	57.49
27167	LAURITSEN, HEATHER	20230531LAUR	MILEAGE TO PARENT	627.25
			Vendor Total:	627.25
27168	LORENSEN LUMBER & GRAIN	33701 33704	CONCRETE	63.00
			Vendor Total:	63.00
27169	LOU'S SPORTING GOODS	ATE747172-AK08	TRACK UNIFORMS	1,092.13
			Vendor Total:	1,092.13
27170	LYONS MIRROR SUN	242938	NOTICES	54.34
27170	LYONS MIRROR SUN	243982	NOTICES	13.95
			Vendor Total:	68.29
27171	LYONS SAVEMORE MARKET	20230531SAVE	SUPPLIES	343.82
			Vendor Total:	343.82
27172	MACKIN	805846	LIBRARY BOOKS	368.28
			Vendor Total:	368.28
27173	MADSEN, DANAE	20230531MAD	MILEAGE TO PARENT	627.25
			Vendor Total:	627.25
27174	MATHESON TRI-GAS, INC	27745499	AG SUPPLIES	1,390.16
27174	MATHESON TRI-GAS, INC	27761774	AG SUPPLIES	97.63
27174	MATHESON TRI-GAS, INC	27761775	SUPPLIES	460.17
27174	MATHESON TRI-GAS, INC	52175242	AG SUPPLIES	440.28
			Vendor Total:	2,388.24
27175	MCCULLOCK, STACEY	20230531MCC	MILEAGE TO PARENT	222.15
			Vendor Total:	222.15
27176	MENARDS	48299	PLANTS	47.45
			Vendor Total:	47.45
27177	MOSYLE MANAGER	2359879	DEVICE LICENSES	38.93
			Vendor Total:	38.93
27178	N C S A	20230531NCSA	MEMBERSHIP	385.00
27178	N C S A	20230606NCSA	MEMBERSHIP	385.00
			Vendor Total:	770.00

Check #	Vendor Name	Invoice	Description	Amount
27179	NEBRASKA ASSISTIVE TECHNOLOGY PARTNERSHIP	523001	AT CADRE- JA	250.00
			Vendor Total:	250.00
27180	NEBRASKA COACHES ASSOCIATION	20232024NCA	MEMBERSHIP	1,015.00
			Vendor Total:	1,015.00
27181	NEBRASKA SCHOOL ACTIVITY ASSOC	20230531NSAA	MEMBERSHIP	1,630.00
			Vendor Total:	1,630.00
27182	NEBRASKA.GOV	7687254	DRIVERS LIC CHECK	7.50
			Vendor Total:	7.50
27183	NORTON, DAN	20230531NORT	MILEAGE TO PARENT	306.16
			Vendor Total:	306.16
27184	OAKLAND LUMBER LLC	6277	LUMBER	33.14
			Vendor Total:	33.14
27185	OLSEN, MICHEL	20230531OLS	MILEAGE TO PARENT	476.04
			Vendor Total:	476.04
27186	OWEN, BRITTNIE	20230531OWEN	MILEAGE TO PARENT	222.15
			Vendor Total:	222.15
27187	PARKER, SALENA	20230531PARK	MILEAGE TO PARENT	604.66
			Vendor Total:	604.66
27188	PHILLIPS, WENDY	20230531PHIL	REIMBURSEMENT	87.76
			Vendor Total:	87.76
27189	PITNEY BOWES GLOBAL FINANCIAL	3317485908	POSTAGE MACHINE RENT	252.54
			Vendor Total:	252.54
27190	PITNEY BOWES INC	20230601PIT	POSTAGE	300.00
			Vendor Total:	300.00
27191	PLAINDEALER PUBLISHING, BURT COUNTY	20230601PLAI N	LIBRARY SUBSCRIPTION	40.00
			Vendor Total:	40.00
27192	PLUNKETT'S PEST CONTROL	8012483	PEST CONTROL	55.51
27192	PLUNKETT'S PEST CONTROL	8060770	PEST CONTROL	55.51
			Vendor Total:	111.02
27193	POND, ROGER	2023531POND	MILEAGE TO PARENT	1,224.62
			Vendor Total:	1,224.62
27194	POPLERS MUSIC INC	2738677	MUSIC	178.95
			Vendor Total:	178.95
27195	QUILL CORPORATION	32192050	ENVELOPES	42.98
27195	QUILL CORPORATION	32265909	TONER	475.98
27195	QUILL CORPORATION	32599656	FOLDERS	94.77
			Vendor Total:	613.73
27196	RALSTON PUBLIC SCHOOL	20230505RALS	HEARING SERVICES	335.37
			Vendor Total:	335.37
27197	S & S WORLDWIDE, INC	IN101200698	CONSTRUCTION PAPER	244.50
			Vendor Total:	244.50
27198	SCHOOL MATE	IN000592813	PLANNERS	273.00
27198	SCHOOL MATE	IN000592826	PLANNERS	510.00
			Vendor Total:	783.00
27199	SCOTT'S HARDWARE	255354	BLADE	22.99
27199	SCOTT'S HARDWARE	255793	SUPPLIES	6.50
			Vendor Total:	29.49
27200	STEINY'S GENERAL STORE	20230601STEI N	SUPPLIES	549.60
			Vendor Total:	549.60
27201	STOMP CHOMP ROAR	275	PAWS SUMMER PROGRAM	550.00
			Vendor Total:	550.00
27202	SYSKO FOOD SERVICES	461937103-- 0001	SUPPLIES	21.64
			Vendor Total:	21.64

Check #	Vendor Name	Invoice	Description	Amount
27203	TIME MANAGEMENT SYSTEMS, INC	288661	EMPLOYEE OVRAGE	3.25
				Vendor Total: 3.25
27204	TIMM, PAUL	20230531	TIMM MILEAGE TO PARENT	302.43
				Vendor Total: 302.43
27205	WASTE CONNECTIONS OF NE, INC.	6624339T054	TRASH REMOVAL	643.58
				Vendor Total: 643.58
27206	WEST POINT NEWS	241971	ENVELOPES	203.18
				Vendor Total: 203.18
27207	WINNELSON	391252 01	SUPPLIES	16.76
27207	WINNELSON	391303 01	SUPPLIES	5.52
				Vendor Total: 22.28
				Fund Total: 163,146.98
				Checking Account Total: 163,146.98

Checking 2

Checking 2 Fund: 08 SPECIAL BUILDING FUND

1198	BOYD JONES CONSTRUCTION CO.	20230523	BJON CONSTRUCTION SERVICES	1,646,239.21
				ES 21
				Vendor Total: 1,646,239.21
1199	CERTIFIED TESTING SERVICES, INC.	SC46110	GROUND TESTING SERVICES	2,793.00
				Vendor Total: 2,793.00
1200	CLARK & ENERSEN	14	ARCHITECTURE SERVICES	12,826.86
				Vendor Total: 12,826.86
				Fund Total: 1,661,859.07
				Checking Account Total: 1,661,859.07

Checking 6

Checking 6 Fund: 06 SCHOOL LUNCH FUND

9584	CASH-WA DISTRIBUTING	13787073	food	580.21
9584	CASH-WA DISTRIBUTING	CM3436388	food	(43.40)
				Vendor Total: 536.81
9585	GRANDGENETT, HEATHER	2243	REFUND	23.85
				Vendor Total: 23.85
9586	HILAND DAIRY FOODS COMPANY LLC	0442059	food	441.69
9586	HILAND DAIRY FOODS COMPANY LLC	0442111	food	297.59
9586	HILAND DAIRY FOODS COMPANY LLC	0442164	food	417.89
9586	HILAND DAIRY FOODS COMPANY LLC	0442165	food	11.45
9586	HILAND DAIRY FOODS COMPANY LLC	0442225	food	309.81
9586	HILAND DAIRY FOODS COMPANY LLC	0442278	food	59.27
				Vendor Total: 1,537.70
9587	LYONS SAVEMORE MARKET	06012023	food	651.24
				Vendor Total: 651.24
9588	SYSKO FOOD SERVICES	461964825	food	2,475.96
				Vendor Total: 2,475.96
9589	TANGIBLE PLAY INC	461979471	food	1,136.78
				Vendor Total: 1,136.78
				Fund Total: 6,362.34
				Checking Account Total: 6,362.34

Net Payroll	\$ 181,502.58
Employee Deductions	78,116.38
District SS/Medicare	19,551.35
District Health/Life/HSA	63,913.17
District Retirement	<u>23,747.30</u>
PAYROLL	\$ 336,830.78
ACCOUNTS PAYABLE	<u>\$ 163,146.98</u>
<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>\$ 529,977.76</b>
SPECIAL BUILDING EXPENDITURES	\$1,661,859.07
LUNCH FUND	\$ 17,912.75

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Secretary, Board of Education

ATTEST:

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President, Board of Education

## **3001 Budget and Property Tax Request**

The board of education shall adopt a budget each year to support the school district's programs and services for the ensuing fiscal year. The superintendent of schools shall be responsible for developing the budget subject to the direction and decisions of the board. The budget document shall be under continuous development, based upon the requirements of the adopted educational program.

### **BUDGET PROCEDURES**

**Proposed Budget.** The superintendent shall prepare the proposed budget in accordance with board policies and goals, state statutes, and regulations. As the district's spending plan, the budget will be based on up-to-date revenue estimates, and will reflect the assessed needs and programs approved by the board.

**Budget Hearing Notice.** Notice of place and time of the hearing, together with a summary of the proposed budget statement, must be published at least four calendar days prior to the date set for hearing in a newspaper of general circulation within the school district. The four calendar days shall include the day of publication but not the day of hearing. The notice shall include the following statement:

For more information on statewide receipts and expenditures, and to compare cost per pupil and performance to other school districts, go to: <https://nep.education.ne.gov/>

In addition, the district must electronically publish this statement on the school district web site. Such electronic publication must be prominently displayed with an active link to the Internet address for the web site established by the Nebraska Budget Act to allow the public access to the information.

**Budget Hearing.** The board must conduct a hearing prior to adopting the budget. The hearing must be held separately from any regularly scheduled meeting and may not be limited by time. The board must make a presentation outlining key provisions of the proposed budget statement, including, but not limited to, a comparison with the prior year's budget. Any member of the public desiring to speak on the proposed budget statement shall be allowed to address the board at the hearing and must be given a reasonable amount of time to do so. Five minutes shall generally be considered a reasonable amount of time.

**Budget Hearing Documents.** The board must make at least three copies of the proposed budget statement and at least one copy of all other reproducible written material to be discussed at the hearing available to the public at the hearing.

**Budget Adoption.** After the budget hearing, the proposed budget statement shall be adopted or amended and adopted as amended. If the adopted budget statement reflects a change from that shown in the published proposed budget statement, a summary of the changes (including the items changed and the reasons for such changes) must be published in a newspaper of general circulation within the school district within twenty calendar days after its adoption without further hearing.

**Certification and Filing.** The amount to be received from personal and real property taxation shall be certified to the appropriate levying board as provided by law. The budget shall also be filed with the state auditor.

**Purchase Authorization.** Except for bids required under the section "Bid Letting and Contracts," the board's adoption of the budget shall authorize the purchases without further board action.

**Monthly Report.** At each monthly board meeting, the superintendent will provide a report on the current status of the major sections of the budget.

**PROPERTY TAX REQUEST PROCEDURES – PROPERTY TAX REQUEST IS EQUAL TO OR LOWER THAN THE ALLOWABLE GROWTH PERCENTAGE**

**Property Tax Request Hearing.** The board must hold a special public hearing called for the purpose of passing a property tax request resolution.

**Property Tax Request Hearing Notice.** The district must publish a hearing notice in a newspaper of general circulation in the school district at least four calendar days prior to the hearing. The four calendar days shall include the day of publication but not the day of hearing. The hearing notice must contain the following information: The certified taxable valuation under section 13-509 for the prior year, the certified taxable valuation under section 13-509 for the current year, and the percentage increase or decrease in such valuations from the prior year to the current year; the dollar amount of the prior year's tax request and the property tax rate that was necessary to fund that tax request; the property tax rate that would be necessary to fund last year's tax request if applied to the current year's valuation; the proposed dollar amount of the tax request for the current year and the property tax rate that will be necessary to fund that tax request; the percentage increase or decrease in

the property tax rate from the prior year to the current year; and the percentage increase or decrease in the total operating budget from the prior year to the current year.

**Increase in Total Property Taxes Levied.** If the annual assessment of property would result in an increase in the total property taxes levied as determined using the previous year's rate of levy, the district's property tax request for the current year shall be no more than its property tax request in the prior year, and the district's rate of levy for the current year shall be decreased accordingly when such rate is set by the county board of equalization.

**Decrease or No Change in Total Property Taxes Levied.** If the annual assessment of property would result in no change or a decrease in the total property taxes levied as determined using the previous year's rate of levy, the district's property tax request for the current year shall be no more than its property tax request in the prior year, and the district's rate of levy for the current year shall be adjusted accordingly when such rate is set by the county board of equalization.

**Resolution.** The board shall pass a resolution to set the amount of its property tax request only after holding the public hearing. The resolution setting the district's property tax request at an amount that exceeds the prior year's property tax request shall include, but not be limited to, the information required by section 77-1632(4).

**Certification.** The resolution setting the property tax request shall be certified and forwarded to the county clerk on or before October 15th of the year for which the tax request is to apply.

**PROPERTY TAX REQUEST PROCEDURES – PROPERTY TAX REQUEST IS GREATER  
THAN THE ALLOWABLE GROWTH PERCENTAGE**

**Property Tax Request Hearing.** The board must hold a public hearing called for the purpose of passing a property tax request resolution. If another political subdivision within the county also seeks to exceed the allowable growth percentage, the hearing will be a joint hearing. In the event of a joint hearing, each political subdivision must designate one representative to attend the joint public hearing on behalf of the political subdivision. If a political subdivision includes area in more than one county, the political subdivision shall be deemed to be within the county in which the political subdivision's principal headquarters are located. The hearing agenda will only include discussion on each political subdivision's intent to increase its property tax request by more than the allowable growth percentage to the extent

allowed by law.

The hearing must be held after 6 p.m. on or after September 17th and before September 28th and before the district files its adopted budget statement. Any member of the public must be allowed a reasonable amount of time to speak at the hearing.

At the joint public hearing, the representative of each political subdivision must give a brief presentation on the political subdivision's intent to increase its property tax request by more than the allowable growth percentage to the extent allowed by law and the effect of such request on the political subdivision's budget. The presentation must include, at a minimum, all information and statements required by law.

**Property Tax Request Hearing Notice.** Notice of the joint public hearing must be provided by:

- The County Assessor sending a postcard with all required information to all affected property taxpayers. The postcard shall be sent to the name and address to which the property tax statement is mailed;
- Posting notice of the hearing with all required information on the home page of the relevant county's web site, except that this requirement shall only apply if the county has a population of more than twenty-five thousand inhabitants; ***and***
- Publishing notice of the hearing with all required information in a legal newspaper in or of general circulation in the relevant county.

**Provide Information to County Clerk.** Each political subdivision that participates in the joint public hearing shall provide the following information to the county clerk by September 5<sup>th</sup>: the date, time, and location for the joint public hearing; a listing of and telephone number for each political subdivision that will be participating in the joint public hearing; and the amount of each participating political subdivision's property tax request.

**Resolution.** The board shall pass a resolution to set the amount of its property tax request only after holding the public hearing. The resolution setting the district's property tax request at an amount that exceeds the prior year's property tax request, including any increase in excess of the allowable growth percentage shall include, but not be limited to, the information required by law.

**Certification.** The resolution setting the property tax request shall be certified and forwarded to the county clerk on or before October 15th of the year for which the tax request is to apply.

Adopted on: June 12, 2023

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3001 Budget and Property Tax Request**

The board of education shall adopt a budget each year to support the school district's programs and services for the ensuing fiscal year. The superintendent of schools shall be responsible for developing the budget subject to the direction and decisions of the board. The budget document shall be under continuous development, based upon the requirements of the adopted educational program.

### **BUDGET PROCEDURES**

**Proposed Budget.** The superintendent shall prepare the proposed budget in accordance with board policies and goals, state statutes, and regulations. As the district's spending plan, the budget will be based on up-to-date revenue estimates, and will reflect the assessed needs and programs approved by the board.

**Budget Hearing Notice.** Notice of place and time of the hearing, together with a summary of the proposed budget statement, must be published at least four calendar days prior to the date set for hearing in a newspaper of general circulation within the school district. The four calendar days shall include the day of publication but not the day of hearing. The notice shall include the following statement:

For more information on statewide receipts and expenditures, and to compare cost per pupil and performance to other school districts, go to: ~~[Insert Internet address for the web site established pursuant to Laws 2021, LB528, section 5]~~.  
<https://nep.education.ne.gov/>

In addition, the district must electronically publish this statement on the school district web site. Such electronic publication must be prominently displayed with an active link to the Internet address for the web site established by the Nebraska Budget Act to allow the public access to the information.

**Budget Hearing.** The board must conduct a hearing prior to adopting the budget. The hearing must be held separately from any regularly scheduled meeting and may not be limited by time. The board must make a presentation outlining key provisions of the proposed budget statement, including, but not limited to, a comparison with the prior year's budget. Any member of the public desiring to speak on the proposed budget statement shall be allowed to address the board at the hearing and must be given a reasonable amount of

time to do so. Five minutes shall generally be considered a reasonable amount of time.

**Budget Hearing Documents.** The board must make at least three copies of the proposed budget statement and at least one copy of all other reproducible written material to be discussed at the hearing available to the public at the hearing.

**Budget Adoption.** After the budget hearing, the proposed budget statement shall be adopted or amended and adopted as amended. If the adopted budget statement reflects a change from that shown in the published proposed budget statement, a summary of the changes (including the items changed and the reasons for such changes) must be published in a newspaper of general circulation within the school district within twenty calendar days after its adoption without further hearing.

**Certification and Filing.** The amount to be received from personal and real property taxation shall be certified to the appropriate levying board as provided by law. The budget shall also be filed with the state auditor.

**Purchase Authorization.** Except for bids required under the section "Bid Letting and Contracts," the board's adoption of the budget shall authorize the purchases without further board action.

**Monthly Report.** At each monthly board meeting, the superintendent will provide a report on the current status of the major sections of the budget.

#### **PROPERTY TAX REQUEST PROCEDURES – PROPERTY TAX REQUEST IS EQUAL TO OR LOWER THAN THE ALLOWABLE GROWTH PERCENTAGE**

**Property Tax Request Hearing.** The board must hold a special public hearing called for the purpose of passing a property tax request resolution.

**Property Tax Request Hearing Notice.** The district must publish a hearing notice in a newspaper of general circulation in the school district at least four calendar days prior to the hearing. The four calendar days shall include the day of publication but not the day of hearing. The hearing notice must contain the following information: The certified taxable valuation under section 13-509 for the prior year, the certified taxable valuation under section 13-509 for the current year, and the percentage increase or decrease in such valuations from the prior year to the current year; the dollar amount of the prior year's tax request and the property tax rate that was necessary to fund that tax request; the property tax rate that would be necessary to fund last year's tax request if applied to the current year's valuation; the proposed dollar amount

of the tax request for the current year and the property tax rate that will be necessary to fund that tax request; the percentage increase or decrease in the property tax rate from the prior year to the current year; and the percentage increase or decrease in the total operating budget from the prior year to the current year.

**Increase in Total Property Taxes Levied.** If the annual assessment of property would result in an increase in the total property taxes levied as determined using the previous year's rate of levy, the district's property tax request for the current year shall be no more than its property tax request in the prior year, and the district's rate of levy for the current year shall be decreased accordingly when such rate is set by the county board of equalization.

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**Resolution.** The board shall pass a resolution to set the amount of its property tax request only after holding the public hearing. The resolution setting the district's property tax request at an amount that exceeds the prior year's property tax request shall include, but not be limited to, the information required by section ~~77-1601.02(4)~~ 77-1632(4).

**Certification.** The resolution setting the property tax request shall be certified and forwarded to the county clerk on or before October 15th of the year for which the tax request is to apply.

#### **PROPERTY TAX REQUEST PROCEDURES – PROPERTY TAX REQUEST IS GREATER THAN THE ALLOWABLE GROWTH PERCENTAGE**

**Property Tax Request Hearing.** The board must hold a public hearing called for the purpose of passing a property tax request resolution. If another political subdivision within the county also seeks to exceed the allowable growth percentage, the hearing will be a joint hearing. In the event of a joint hearing, each political subdivision must designate one representative to attend the joint public hearing on behalf of the political subdivision. If a political subdivision includes area in more than one county, the political subdivision shall be deemed to be within the county in which the political subdivision's principal headquarters are located. The hearing agenda will only

include discussion on each political subdivision's intent to increase its property tax request by more than the allowable growth percentage to the extent allowed by law.

The hearing must be held after 6 p.m. on or after September 17th and before September 28th and before the district files its adopted budget statement. Any member of the public must be allowed a reasonable amount of time to speak at the hearing.

At the joint public hearing, the representative of each political subdivision must give a brief presentation on the political subdivision's intent to increase its property tax request by more than the allowable growth percentage to the extent allowed by law and the effect of such request on the political subdivision's budget. The presentation must include, at a minimum, all information and statements required by law.

**Property Tax Request Hearing Notice.** Notice of the joint public hearing must be provided by:

- The County Assessor sending a postcard with all required information to all affected property taxpayers. The postcard shall be sent to the name and address to which the property tax statement is mailed;
- Posting notice of the hearing with all required information on the home page of the relevant county's web site, except that this requirement shall only apply if the county has a population of more than twenty-five thousand inhabitants; ***and***
- Publishing notice of the hearing with all required information in a legal newspaper in or of general circulation in the relevant county.

**Provide Information to County Clerk.** Each political subdivision that participates in the joint public hearing shall provide the following information to the county clerk by September 5<sup>th</sup>: the date, time, and location for the joint public hearing; a listing of and telephone number for each political subdivision that will be participating in the joint public hearing; and the amount of each participating political subdivision's property tax request.

**Resolution.** The board shall pass a resolution to set the amount of its property tax request only after holding the public hearing. The resolution setting the district's property tax request at an amount that exceeds the prior year's property tax request, including any increase in excess of the allowable growth percentage shall include, but not be limited to, the information required by law.

**Certification.** The resolution setting the property tax request shall be

certified and forwarded to the county clerk on or before October 15th of the year for which the tax request is to apply.

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

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

### **3033**

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

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

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

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

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

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

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

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

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

This policy shall terminate July 1, 2024.

Adopted on: \_\_\_\_\_ June 12, 2023

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

### 3033

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

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

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

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

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

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

This policy shall terminate July 1, 2024.

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

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **4003 Drug Policy Regarding Drivers**

**Policy Statement.** Drivers for the school district must be free from drug and alcohol abuse, and the use of illegal drugs or improper use of alcohol is prohibited. The overall goal of drug and alcohol testing is to insure a drug-free and alcohol-free transportation environment, and to reduce accidents, injuries and fatalities.

**Designated Contact.** The school district has designated the Superintendent as the individual any driver may contact with questions about this policy or the school district's drug testing program and procedures for drivers. This individual further maintains and will provide drivers informational materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management.

The Superintendent may be contacted at 402-687-2363.

**Covered Drivers.** Any person who operates a commercial motor vehicle on behalf of the school district is covered by this policy and the school district's drug testing program and procedures for drivers. All covered drivers must provide the school district a signed statement certifying that he or she has received a copy of this policy and related materials.

**Covered Workday.** A driver is required to comply with this policy and the terms of the school district's drug testing program and procedures for drivers at all times they are assigned, or may be assigned, to perform safety-sensitive functions. This includes all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions include: (1) all time at a school district facility or property, contractor facility or property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the school district; (2) all time inspecting equipment as required by state or federal law or regulation and any and all other time inspecting, servicing, or conditioning any commercial motor vehicle; (3) all time spent at the driving controls of a commercial motor vehicle in operation; (4) all time, other than driving time, in or upon any commercial motor vehicle; (5) all time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or

receiving receipts for shipments loaded or unloaded; and (6) all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

**Prohibited Conduct.** No driver shall: (1) report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater; (2) use alcohol while performing safety-sensitive functions; (3) perform safety-sensitive functions within four hours after using alcohol; or (4) refuse to submit to a pre-employment controlled substance, a post-accident alcohol or controlled substance test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, a return-to-duty alcohol or controlled substances test, or a follow-up alcohol or controlled substance test required under state or federal law or this policy. No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

No driver shall: (1) report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any drug or substance identified in 31 CFR 1308.11 Schedule 1; (2) report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any non-Schedule I drug or substance that is identified in the other Schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle; or (3) report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

**Types of Testing.** Pursuant to regulations promulgated by the Department of Transportation (DOT), the district has implemented four types of testing: (1) pre-employment testing, (2) reasonable cause testing, (3) post-accident testing and (4) random testing.

**Refusal to Submit to Testing.** A driver shall not refuse to submit to testing. A driver will be considered to have refused to submit to testing if the driver fails to provide a sample or specimen necessary for testing upon a lawful request, consistent with the required testing protocols. The refusal to submit to the testing used by the district will be grounds for refusal to hire driver applicants and to terminate the employment of existing drivers.

**Consequences for Violations.** Any driver who becomes unqualified on the basis of violation of the terms of this policy will be subject to disciplinary action which may include termination of the driver's employment, and shall include

the immediate removal from safety-sensitive functions in compliance with federal law. No driver tested pursuant to this policy and the school district's drug testing program and procedures who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

**Return to Duty Process.** A driver who has violated this policy or the school district drug testing program and procedures cannot again perform any safety-sensitive functions until and unless the employee completes the return-to-duty process, including the substance-abuse professional's (SAP) evaluation, referral, and recommended education or treatment. The school district will provide employees the relevant contact information for available and acceptable SAPs as necessary, but the school district is not required under the law to provide a SAP evaluation or any subsequent recommended education or treatment for a driver. Any driver completing the return-to-duty process must complete a return-to-duty test and test negatively.

**Disqualification.** Any applicant who tests positive for the presence of the following drugs is medically unqualified to drive and will not be considered for the position of driver: (1) marijuana, (2) cocaine, (3) opiates, (4) amphetamines, or (5) phencyclidine (PCP). Any district driver who tests positive shall be medically unqualified and removed from service immediately.

**Pre-employment Testing.** All applicants for employment must submit to drug and alcohol tests as a condition of being considered for employment.

**Reasonable Cause Testing.** The district shall have reasonable cause to require a driver to submit to drug testing when a driver manifests physical or physiological symptoms or reactions commonly attributed to the use of controlled substances or alcohol.

**Post-Accident Testing.** A driver who has been involved in a reportable accident must submit to drug and alcohol testing as soon as possible. A reportable accident includes any accident in which there is a fatality, a person is injured and must be treated away from the accident site, the driver receives a citation for a moving violation, or a vehicle is towed from the scene. The driver must notify the district immediately regarding any reportable accident.

**Serious Injury to the Driver.** If a driver is so seriously injured that he or she cannot submit to testing at or immediately after the time of the accident, the driver must provide the necessary authorization for the district to obtain

hospital reports or other documents that would indicate whether there were controlled substances or alcohol in the driver's system.

**Random Testing.** All drivers will be subject to unannounced random testing for drugs and alcohol. The district or its agents will periodically select drivers at random for testing. A district official will notify a driver when his or her name has been selected and will instruct the driver to report immediately for testing. By its very nature, random selection may result in one driver being tested more than once in a 12-month period, while another driver may not be selected at all during the same 12 months.

**Frequency of Random Testing.** Under DOT regulations, the district must test at least 50 percent of its average number of driver positions for drugs and 25 percent of its average number of driver positions for alcohol each year. The tests must be unannounced and spread evenly throughout the year. DOT regulations also require that every driver selected at random must have his or her name placed back in the random pool for the next selection period.

**Testing Procedure.** All urine and blood specimens collected under the policy will be submitted to an approved laboratory for testing. Specimens that initially test positive for drugs will be subjected to a subsequent confirmation test before being reported by the laboratory as positive. All such specimens collected and submitted will be maintained securely to safeguard the validity of the test results and maintain the integrity of the testing process while ensuring the results are attributed to the correct driver.

**Medical Review Officer.** All laboratory test results will be reported by the laboratory to a medical review officer (MRO) designated by the district. Negative test results will be reported as such by the MRO to the district. Before reporting a positive test result to the district, the MRO will attempt to contact the driver to discuss the test result. If the MRO is unable to contact the driver directly, the MRO will contact a district official designated in advance by the district, who shall in turn contact the driver and direct the driver to contact the MRO. Upon being so directed, the driver shall contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. If required by DOT regulations, personal information collected and maintained pursuant to this policy shall be reported to the Clearinghouse by the MRO in the event of: (1) a verified positive, adulterated, or substituted drug test result; (2) an alcohol confirmation test with a concentration of 0.04 or higher; (3) a refusal to submit to any test required by this policy and the school district's drug testing program and procedures; (4) an employer's report of actual knowledge that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's

previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use; (5) on duty alcohol use as prohibited above; (6) pre-duty alcohol use as prohibited above; (7) alcohol use following an accident as prohibited above; (8) controlled substance use as prohibited above; (9) a substance abuse professional report of the successful completion of the return-to-duty process; (10) a negative return-to-duty test; and (11) an employer's report of completion of follow-up testing.

**Confidentiality.** Pursuant to DOT regulations, individual test results for applicants and drivers will be released to the district and will be kept confidential unless the tested individual consents to their release or release is required by law (such as the release of information to the Clearinghouse.) Any person who has submitted to drug testing in compliance with this policy is entitled to receive the results of such testing upon timely written request.

**Retesting.** An individual who tested positive for the presence of drugs may request that the original sample be retested. The request for a retest must be submitted in writing on a form provided by the district within 3 working days of the district's notification to the individual that he or she has a positive test result. The individual making the request must pay all costs associated with the retest and transfer of the sample to another laboratory before the retest will be performed.

Adopted on: June 12, 2023

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 4003 Drug Policy Regarding Drivers

**Policy Statement.** Drivers for the school district must be free from drug and alcohol abuse, and the use of illegal drugs or improper use of alcohol is prohibited. The overall goal of drug and alcohol testing is to insure a drug-free and alcohol-free transportation environment, and to reduce accidents, injuries and fatalities.

**Designated Contact.** The school district has designated [insert designated individual] as the individual any driver may contact with questions about this policy or the school district's drug testing program and procedures for drivers. This individual further maintains and will provide drivers informational materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management.

[Insert designated individual] may be contacted at [insert contact information.]

**Covered Drivers.** Any person who operates a commercial motor vehicle on behalf of the school district is covered by this policy and the school district's drug testing program and procedures for drivers. All covered drivers must provide the school district a signed statement certifying that he or she has received a copy of this policy and related materials.

**Covered Workday.** A driver is required to comply with this policy and the terms of the school district's drug testing program and procedures for drivers at all times they are assigned, or may be assigned, to perform safety-sensitive functions. This includes all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions include: (1) all time at a school district facility or property, contractor facility or property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the school district; (2) all time inspecting equipment as required by state or federal law or regulation and any and all other time inspecting, servicing, or conditioning any commercial motor vehicle; (3) all time spent at the driving controls of a commercial motor vehicle in operation; (4) all time, other than driving time, in or upon any commercial motor vehicle; (5) all time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or

unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and (6) all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

**Prohibited Conduct.** No driver shall: (1) report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater; (2) use alcohol while performing safety-sensitive functions; (3) perform safety-sensitive functions within four hours after using alcohol; or (4) refuse to submit to a pre-employment controlled substance, a post-accident alcohol or controlled substance test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, a return-to-duty alcohol or controlled substances test, or a follow-up alcohol or controlled substance test required under state or federal law or this policy. No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

No driver shall: (1) report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any drug or substance identified in 31 CFR 1308.11 Schedule 1; (2) report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any non-Schedule I drug or substance that is identified in the other Schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle; or (3) report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

**Types of Testing.** Pursuant to regulations promulgated by the Department of Transportation (DOT), the district has implemented four types of testing: (1) pre-employment testing, (2) reasonable cause testing, (3) post-accident testing and (4) random testing.

**Refusal to Submit to Testing.** A driver shall not refuse to submit to testing. A driver will be considered to have refused to submit to testing if the driver fails to provide a sample or specimen necessary for testing upon a lawful request, consistent with the required testing protocols. The refusal to submit to the testing used by the district will be grounds for refusal to hire driver applicants and to terminate the employment of existing drivers.

**Consequences for Violations.** Any driver who becomes unqualified on the basis of violation of the terms of this policy will be subject to disciplinary action

which may include termination of the driver's employment, and shall include the immediate removal from safety-sensitive functions in compliance with federal law. No driver tested pursuant to this policy and the school district's drug testing program and procedures who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

**Return to Duty Process.** A driver who has violated this policy or the school district drug testing program and procedures cannot again perform any safety-sensitive functions until and unless the employee completes the return-to-duty process, including the substance-abuse professional's (SAP) evaluation, referral, and recommended education or treatment. The school district will provide employees the relevant contact information for available and acceptable SAPs as necessary, but the school district is not required under the law to provide a SAP evaluation or any subsequent recommended education or treatment for a driver. Any driver completing the return-to-duty process must complete a return-to-duty test and test negatively.

**Disqualification.** Any applicant who tests positive for the presence of the following drugs is medically unqualified to drive and will not be considered for the position of driver: (1) marijuana, (2) cocaine, (3) opiates, (4) amphetamines, or (5) phencyclidine (PCP). Any district driver who tests positive shall be medically unqualified and removed from service immediately.

**Pre-employment Testing.** All applicants for employment must submit to drug and alcohol tests as a condition of being considered for employment.

**Reasonable Cause Testing.** The district shall have reasonable cause to require a driver to submit to drug testing when a driver manifests physical or physiological symptoms or reactions commonly attributed to the use of controlled substances or alcohol.

**Post-Accident Testing.** A driver who has been involved in a reportable accident must submit to drug and alcohol testing as soon as possible. A reportable accident includes any accident in which there is a fatality, a person is injured and must be treated away from the accident site, the driver receives a citation for a moving violation, or a vehicle is towed from the scene. The driver must notify the district immediately regarding any reportable accident.

**Serious Injury to the Driver.** If a driver is so seriously injured that he or she cannot submit to testing at or immediately after the time of the accident, the driver must provide the necessary authorization for the district to obtain

hospital reports or other documents that would indicate whether there were controlled substances or alcohol in the driver's system.

**Random Testing.** All drivers will be subject to unannounced random testing for drugs and alcohol. The district or its agents will periodically select drivers at random for testing. A district official will notify a driver when his or her name has been selected and will instruct the driver to report immediately for testing. By its very nature, random selection may result in one driver being tested more than once in a 12-month period, while another driver may not be selected at all during the same 12 months.

**Frequency of Random Testing.** Under DOT regulations, the district must test at least 50 percent of its average number of driver positions for drugs and 25 percent of its average number of driver positions for alcohol each year. The tests must be unannounced and spread evenly throughout the year. DOT regulations also require that every driver selected at random must have his or her name placed back in the random pool for the next selection period.

**Testing Procedure.** All urine and blood specimens collected under the policy will be submitted to an approved laboratory for testing. Specimens that initially test positive for drugs will be subjected to a subsequent confirmation test before being reported by the laboratory as positive. All such specimens collected and submitted will be maintained securely to safeguard the validity of the test results and maintain the integrity of the testing process while ensuring the results are attributed to the correct driver.

**Medical ~~Resource~~ Review Officer.** All laboratory test results will be reported by the laboratory to a medical review officer (MRO) designated by the district. Negative test results will be reported as such by the MRO to the district. Before reporting a positive test result to the district, the MRO will attempt to contact the driver to discuss the test result. If the MRO is unable to contact the driver directly, the MRO will contact a district official designated in advance by the district, who shall in turn contact the driver and direct the driver to contact the MRO. Upon being so directed, the driver shall contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. If required by DOT regulations, personal information collected and maintained pursuant to this policy shall be reported to the Clearinghouse by the MRO in the event of: (1) a verified positive, adulterated, or substituted drug test result; (2) an alcohol confirmation test with a concentration of 0.04 or higher; (3) a refusal to submit to any test required by this policy and the school district's drug testing program and procedures; (4) an employer's report of actual knowledge that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's

previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use; (5) on duty alcohol use as prohibited above; (6) pre-duty alcohol use as prohibited above; (7) alcohol use following an accident as prohibited above; (8) controlled substance use as prohibited above; (9) a substance abuse professional report of the successful completion of the return-to-duty process; (10) a negative return-to-duty test; and (11) an employer's report of completion of follow-up testing.

**Confidentiality.** Pursuant to DOT regulations, individual test results for applicants and drivers will be released to the district and will be kept confidential unless the tested individual consents to their release or release is required by law (such as the release of information to the Clearinghouse.) Any person who has submitted to drug testing in compliance with this policy is entitled to receive the results of such testing upon timely written request.

**Retesting.** An individual who tested positive for the presence of drugs may request that the original sample be retested. The request for a retest must be submitted in writing on a form provided by the district within 3 working days of the district's notification to the individual that he or she has a positive test result. The individual making the request must pay all costs associated with the retest and transfer of the sample to another laboratory before the retest will be performed.

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

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**4045**  
**Milk Expression**

Except as otherwise provided by law, the district will provide reasonable break time for an employee who wishes to breastfeed or express breast milk for her nursing child each time such employee has the need to do so. The district will provide a place, other than a bathroom, which is shielded from view and free from intrusion from co-workers and the public. These accommodations will be provided for one year after the child's birth, unless otherwise required by law.

Adopted on: June 12, 2023

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**4045**  
**Milk Expression**

Except as otherwise provided by law, tThe district will provide reasonable break time for an employee who wishes to breastfeed or express breast milk for her nursing child each time such employee has the need to do so. The District will provide in a place, other than a bathroom, which is shielded from view and free from intrusion from co-workers and the public ~~for one year after the child's birth.~~ These accommodations will be provided for one year after the child's birth, unless otherwise required by law.

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

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**4059**  
**Behavioral and Mental Health Training**

All public school employees who interact with students and any other appropriate personnel are required to complete at least one hour of behavioral and mental health training with a focus on suicide awareness and prevention training every year. The superintendent will determine the appropriate personnel required to receive the training. The training materials for this training must be included in the Nebraska Department of Education's list of approved training materials.

These employees must complete the training designated by the school district or superintendent no later than October 31 of each school year or within 30 days of their initial employment, whichever is later. Failure to complete this training may subject the employee to employment-related discipline.

Adopted on: June 12, 2023

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 4059

### **Suicide Prevention Behavioral and Mental Health Training**

All public school employees who interact with students and any other appropriate personnel are required to complete at least one hour of behavioral and mental health training with a focus on suicide awareness and prevention training every year. The superintendent will determine the appropriate personnel required to receive the training. The training materials for this training must be included in the Nebraska Department of Education's list of approved training materials.

~~school nurses~~

~~teachers~~

~~counselors~~

~~school psychologists~~

~~administrators~~

~~school social workers~~

~~community coaches~~

~~paraeducators~~

~~bus drivers~~

~~kitchen staff~~

~~custodians~~

~~secretarial and clerical staff~~

These employees must complete the ~~online~~ training designated by the school district or superintendent provided by the Nebraska Department of Education no later than **October 31** of each school year or within 30 days of their initial employment, whichever is later. Failure to complete this training ~~shall constitute just cause for the termination or nonrenewal of an~~ may subject the employee to employment-related discipline ~~employee's contract~~.

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 part-time basis; is enrolled for a limited number of credit hours needed to graduate; has a modified schedule because of a disability or as part of an individualized education plan; or is a student who resides in the school district but attends a private, denominational, or parochial school or a school that elects not to meet accreditation or approval requirements (referred to herein as an exempt school student or an exempt school, respectively).

**Application for Enrollment.** The parent or guardian of an exempt school student who is of appropriate age to attend school, is a resident of the school district, has not graduated from high school, and has not received a graduate equivalency diploma must meet all of the district's admission requirements and file an application for enrollment on forms provided by the school district 2 weeks prior to the first day of the semester of the year of enrollment. For second semester high school courses, the application must be filed 2 weeks prior to the first day of the second semester. For students who move into the district mid-semester, the application must be filed within 20 days of moving into the district. The administration shall review the application, determine whether to approve or deny it, notify the parent or guardian, and schedule enrollment at an educationally appropriate time in the building or attendance center of the administration's choice. Enrollment does not carry over from one school year to the next, and the parent or guardian of an exempt school student must apply for enrollment each school year.

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

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

**Grades and Academic Honors.** Exempt school students shall receive grades, report cards, and transcripts, but shall not be eligible to graduate, receive a diploma or qualify for class ranking unless they meet all district requirements for such including earning a sufficient number of credit hours and semesters of attendance.

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

**Extracurricular Sports and Activities.** Students who are enrolled in a private, denominational or parochial school may not participate in extracurricular sports and activities sponsored by the public school district if they participate in extracurricular sports and activities offered by the private, denominational or parochial school. Exempt school students may participate in extracurricular sports and activities if they are enrolled in at least 20 credit hours per semester, with at least 5 credit hours of enrollment in the public school district. All part-time students 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 all eligibility and other requirements of the Nebraska School Activities Association and any other governing bodies for the activity.

**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: June 12, 2023

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 part-time basis; is enrolled for a limited number of credit hours needed to graduate; has a modified schedule because of a disability or as part of an individualized education plan; or is a student who resides in the school district but attends a private, denominational, or parochial school or a school that elects not to meet accreditation or approval requirements (referred to herein as an exempt school student or an exempt school, respectively).

**Application for Enrollment.** The parent or guardian of an exempt school student who is of appropriate age to attend school, ~~resides in~~ is a resident of the school district, has not graduated from high school, and has not received a graduate equivalency diploma must meet all of the district's admission requirements and file an application for enrollment on forms provided by the school district by [REDACTED] of 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 of an exempt school student must apply for enrollment each school year.

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

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

**Grades and Academic Honors.** Exempt school students shall receive grades, report cards, and transcripts, but shall not be eligible to graduate, receive a diploma or qualify for class ranking unless they meet all district requirements for such including earning a sufficient number of credit hours and semesters of attendance.

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

**Extracurricular Sports and Activities.** Students who are enrolled in a private, denominational or parochial school may not participate in extracurricular sports and activities sponsored by the public school district if they participate in extracurricular sports and activities offered by the private, denominational or parochial school. Exempt school students may participate in extracurricular sports and activities if they are enrolled in at least 20 credit hours per semester, with at least 10-5 credit hours per semester of enrollment in the public school district. ~~Exempt school students who are not enrolled in at least 10-credit hours may not participate in extracurricular sports and activities.~~—All part-time students must 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 all eligibility and other requirements of the Nebraska School Activities Association and any other governing bodies for the activity.

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

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

**Transportation.** Part-time school students are not entitled to transportation or reimbursement for transportation to and from the school for class

attendance purposes, unless required by law. by virtue of their status as part-time students. 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 shall mean 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 shall mean 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 shall mean the school district that a student chooses to attend other than his or her resident school district.

**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. Standards for Acceptance or Rejection of Option Students.**

- 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 the student has an individualized education program under the federal Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., or has been diagnosed 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 the applicant 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 an option student when acceptance of the student:

  - 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 the student;
  - 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 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. False or Misleading Option Applications.** If, prior to the student's attendance as an option student, the school district discovers that a previously accepted option application contained false or substantively misleading information, the option application will be rejected.
- 6. 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. 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. 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 1<sup>st</sup>, the school district shall notify the parent or legal guardian of any 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. 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 15<sup>th</sup> 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;
  - 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;

- c. The superintendent will notify parents or guardians who have submitted properly completed option applications after March 15<sup>th</sup> no later than 60 days following submission of the application of the board's acceptance or rejection of the application.

**10. 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 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: June 12, 2023

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 insuring 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 shall mean 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 shall mean 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 shall mean the school district that a student chooses to attend other than his or her resident school district.

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. Standards for Acceptance or Rejection of Option Students.

- 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 the student has an individualized education program under the federal Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., or has been diagnosed 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 the applicant 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.

**a.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, ~~and availability of appropriate special education programs~~. Individuals seeking information about the numeric capacity set by the board may contact the superintendent for a copy of that resolution.

**b.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.

**c.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 an option student when acceptance of the student:

- 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 the student;
- 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.

~~d. The school district shall accept an option student with a disability only to the extent that the school district's then current staff and facilities are sufficient to accommodate the student's needs without significantly increasing the operating costs of the school district, such as by requiring the hiring of new staff.~~

e. **Prohibited Standards.** The school district shall not base the decision to accept or reject an option student on the student's 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. **False or Misleading Option Applications.** If, prior to the student's attendance as an option student, the school district discovers that a previously accepted option application contained false or substantively misleading information, the option application will be rejected.

6. **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. 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. 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 1<sup>st</sup>, the school district shall notify the parent or legal guardian of any 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. 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 15<sup>th</sup> 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;
- 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 15<sup>th</sup> no later than 60 days following submission of the application of the board's acceptance or rejection of the application.

#### **10. 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 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 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.

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

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.

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 brings a deadly weapon as defined in section 28-109 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 his or her designee, or at a school-sponsored activity or athletic event. 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 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 to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain 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, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, 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, is to attend the conference.

4. 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**

Students may be disciplined for the possession of weapons and/or firearms pursuant to the board's separate policy on weapons and firearms or state law.

### **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. 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;

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;
- g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
- 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/newbies; 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 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. 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. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
  - e. A statement that the principal, legal counsel for the school, the student, the student's parent, 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. A form on which the student, the student's parent, or the student's guardian 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, student's parents, guardian 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 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 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 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, 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, 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: June 12, 2023

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 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.

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

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.

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 brings a deadly weapon as defined in section 28-109 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 his or her designee, or at a school-sponsored activity or athletic event. 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 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 to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain 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, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, 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, is to attend the conference.

4. Students who are short-term suspended will/will not 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**

Students may be disciplined for the possession of weapons and/or firearms pursuant to the board's separate policy on weapons and firearms or state law.

### **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 then 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. 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.
  - 4.5. **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;
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;
  - g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
  - 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 ~~computer~~ acceptable computer use policy ~~are subject to discipline, up to and including expulsion~~;
- 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 a 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 as 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 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. A statement that, before long-term suspension, expulsion, or mandatory reassignment ~~for disciplinary purposes~~ 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 on the specified charges;
    - d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
    - e. A statement that the principal, legal counsel for the school, the student, the student's parent, 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. A form on which the student, the student's parent, or the student's guardian 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~~

~~no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent,~~ 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, student's parents, guardian 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 hearing stage.~~
5. ~~If a hearing is requested within five days after receipt of the notice, the Superintendent shall appoint a hearing officer examiner within two school days after receipt of the hearing request who shall follow the "hearing procedures" outlined below. The student or the student's parent or guardian 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 superintendent may also provide an additional list of hearing examiners that may include hearing examiners employed by or under contract with the school district. The student or the student's parent or guardian must, within five school days, select a hearing examiner to conduct the hearing who was recommended, or provided as an alternative hearing examiner, or included on an additional list, if any, pursuant to this subdivision 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 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, except with the consent of all the parties.~~

~~5.8. The principal or legal counsel for the school, the student, and the student's parent, guardian, 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.~~

~~6.9. 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 officer examiner who shall follow the "hearing procedures" outlined below, except that the time constraints set forth may differ as provided by law and this policy. 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.

~~7.10. 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). ~~The school district will provide parents with copies of the relevant statutes upon request.~~

### ~~**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 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.~~

### **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: \_\_\_\_\_

## **5052 School Wellness Policy**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. Public Participation**

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

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

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

**9. Triennial Assessment**

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

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

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

## **10. Public Notice**

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

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

## **11. Recordkeeping**

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

## **12. Operational Responsibility**

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

\* These strategies include, but are not necessarily limited to, those cited in the Alliance for a Healthier Generation's Model Wellness Policy (Updated June 2020 to Reflect the USDA Final Rule) [found at https://api.healthiergeneration.org/resource/2](https://api.healthiergeneration.org/resource/2).

Adopted on: June 12, 2023

Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

NOTE TO BE DELETED: This policy satisfies the minimum requirements of the *Healthy, Hunger-Free Kids Act of 2010* and its final rule. Schools that wish to adopt a more “aggressive” policy with higher standards may do so and should contact KSB for policy language that is in-line with their goals.

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

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## **12. Operational Responsibility**

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

\* These strategies include, but are not necessarily limited to, those cited in the Alliance for a Healthier Generation’s Model Wellness Policy (Updated ~~9/2016~~June 2020 to Reflect the USDA Final Rule) ~~found at~~  
~~[https://www.healthiergeneration.org/\\_asset/wtqdwu/14-6372-ModelWellnessPolicy.doc](https://www.healthiergeneration.org/_asset/wtqdwu/14-6372-ModelWellnessPolicy.doc)~~ found ~~at~~  
~~<https://api.healthiergeneration.org/resource/2>~~.

Adopted on: \_\_\_\_\_  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

**6003**  
**Instructional Program**

1. The minimum number of instructional hours in the school year will be 1,080 for grades 9 through 12, 1,032 for grades 1 through 8, and 400 for kindergarten, exclusive of lunchtime.
2. The district may establish special programs for individual students that may deviate from these requirements. All special programs must either be adopted pursuant to applicable law or approved by the superintendent in advance. Prior to the district's commencement of a specialized program, the district will provide the student's parents or guardians with notice of the program.
3. The board, acting with the advice of the administration and certificated staff, will adopt a curriculum and procure textbooks and materials to support that curriculum. The administration and certificated staff will design instructional strategies and assessments to implement the curriculum.
4. To the extent possible, practice for, travel to, and participation in activities sponsored by the Nebraska School Activities Association and the Nebraska Department of Education will be scheduled outside of instructional time. Individual student absences because of illness or family-centered activities will be governed by district attendance policies.
5. The board intends to strike a sensible balance between the time spent on academics and time spent on extra-curricular activities, acknowledging that both work and play are important in each student's total development and education.

Adopted on: June 12, 2023

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**6003**  
**Instructional Program**

1. The minimum number of instructional hours in the school year will be 1,080 for grades 9 through 12, 1,032 for grades 1 through 8, and 400 for kindergarten, \_\_\_\_\_ for middle school and high school students, \_\_\_\_\_ for elementary students, and \_\_\_\_\_ for kindergarten students, exclusive of lunchtime. ==

1. [NOTE TO BE DELETED: The hours shown above are the minimum number of instructional hours for each corresponding grade as required by Nebraska law and NDE regulation. They may be, but are not required to be, adjusted upward at the board's discretion.]

2. The district may establish special programs for individual students that may deviate from these requirements. All special programs must either be adopted pursuant to applicable law or approved by the superintendent in advance. Prior to the district's commencement of a specialized program, the district will provide the student's parents or guardians with notice of the program.

3. The board, acting with the advice of the administration and certificated staff, will adopt a curriculum and procure textbooks and materials to support that curriculum. The administration and certificated staff will design instructional strategies and assessments to implement the curriculum.

4. To the extent possible, practice for, travel to, and participation in activities sponsored by the Nebraska School Activities Association and the Nebraska Department of Education will be scheduled outside of instructional time. Individual student absences because of illness or family-centered activities will be governed by district attendance policies.

5. The board intends to strike a sensible balance between the time spent on academics and time spent on extra-curricular activities, acknowledging that both work and play are important in each student's total development and education.

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

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **6004 Curriculum Development**

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

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

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

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

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

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

## Curriculum and Textbook Adoption Schedule

The District will review curriculum and adopt associated textbooks on the following 7-year cycle.

Year 1: Math, Financial Literacy

Year 2: Physical Education/Health, Fine Arts, Music

Year 3: Science

Year 4: Vocational & Technology, Computer Science

Year 5: Social Studies & World Languages

Year 6: ELA

Year 7: *Flex*

Adopted on: June 12, 2023

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**6005**  
**Academic Credits and Graduation**

Students must earn 230 total credit hours in order to graduate from high school.

Required courses and credit hours that students must complete in order to qualify for the Lyons-Decatur Northeast High School Diploma are:

<b>COURSE REQUIREMENTS</b>	<b>CREDIT HOURS</b>
Careers	10
English	40
Math	30
Personal Finance	5
Physical Education/Health	10
Science (Biology + 2 others)	30
Speech	5
Social Studies	35

The remaining hours must be obtained by elective courses. Students may only take 1 elective Physical Education course per semester unless they have fulfilled or will fulfill the required credits to graduate. Students may enroll in online courses if the class is not taught by LDNE teaching staff.

Transfer students must meet the minimum hour requirement for graduation both in terms of total number and specific subject areas. Substitutions may be made for deficiencies in required courses, provided that it was not possible to include the courses on the student's schedule while enrolled at this school district.

Students who receive special education services are mainstreamed into the regular education curriculum when appropriate. The curriculum content of regular education classes may be modified to accommodate the individual needs and abilities of verified special education students. Each curriculum modification will be included on the student's Individual Education Plan by the Multi-Disciplinary Team and/or school staffing teams composed of special and regular education staff. Hours in special education will be counted toward a high school diploma.

Parents of students who may not qualify for their high school diploma because of academic deficiencies will be notified of this possibility by the beginning of the second semester of the student's senior year.

Adopted on: June 12, 2023

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## Appendix "1" to Option Enrollment Policy

The following Appendix "1" to Policy 1511 for the 2024-2025 School Year. The Board of Education hereby sets forth the maximum number of option students for the 2024-2025 school year in any program, class, grade level or school building or in any special education programs operated by this school district, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this school district will contract based on existing contractual arrangements, and availability of appropriate special education programs. Any program, class, grade level, or school building which has "0" as the No. of Option Students is hereby declared unavailable to option students due to lack of capacity. The Board gives the Superintendent permission to alter decisions based upon special circumstances within each program, class, or grade level.

PROGRAM	PROGRAM CAPACITY	PROJECTED ENROLLMENT	NO. OF OPTION STUDENTS
Kindergarten	20	16	4
First	20	17	3
Second	20	16	4
Third	20	19	1
Fourth	20	18	2
Fifth	20	19	1
Building Capacity, Elementary	120	105	15
Level I Elementary Special Education	Individual Determination		
Level II & III Elementary Special Education	Individual Determination		
Sixth	20	15	5
Seventh	25	24	1
Eighth	25	20	5
Building Capacity, Middle School	70	59	11
Level I Middle School Special Education	Individual Determination		
Level II & III Middle School Special Education	Individual Determination		
Ninth	25	21	4
Tenth	25	21	4
Eleventh	25	21	4
Twelfth	25	27	0
Building Capacity, High School	100	90	10
Level I High School Special Education	Individual Determination		
Level II & III High School Special Education	Individual Determination		

Updated: June 7, 2023

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

**I. Applicability of the Policy**

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

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

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

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

a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

#### **A. Methods of Bidding/Soliciting Quotations or Estimates**

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

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

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

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

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

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

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

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

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

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

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

the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

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

#### B. Advertising for Bids.

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

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

#### C. Bid Documents

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

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

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

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

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

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

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

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

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

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

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

### **A. Required Terms**

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. This includes a "Buy American" provision that provides that as appropriate and to the extent consistent with law, the District and contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of the Buy American provision must be included in all subawards including all contracts and purchase orders for work or products under this award.

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

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

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

### **C. Full and Open Competition**

The district's procurement transactions will be conducted in a manner

providing full and open competition consistent with 2 C.F.R §200.319.

#### D. Debarment and Suspension

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

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

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

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

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

#### F. Record Keeping

##### 1. Record Retention

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

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

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
  - c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.
2. Maintenance of Construction Records for Projects Financed with Federal Funds
- a) The District must maintain records sufficient to detail the history of all construction projects financed with federal funds. These records will include, but are not necessarily limited to the following: rationale for the method of construction, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
  - b) Retention of construction records shall be in accordance with applicable law and Board policy.

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

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

### C. Favors and Gifts

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

### D. Enforcement

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

## **VII. Financial Management**

### A. Identification.

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

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

#### B. Financial Reporting

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

#### C. Accounting Records

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

#### D. Internal Controls

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

#### E. Budget Control

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

#### F. Payment Methods

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

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

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

#### G. Allowability of Costs

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

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

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

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

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

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

income.

#### I. Cost Sharing or Matching

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

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

#### J. Documentation of Personnel Expenses

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

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

#### A. Required Terms

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

#### B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, 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: \_\_\_\_\_

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

**I. Applicability of the Policy**

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

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

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

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

a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

#### **A. Methods of Bidding/Soliciting Quotations or Estimates**

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

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

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

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

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

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

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

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

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

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

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

the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

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

#### B. Advertising for Bids.

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

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

#### C. Bid Documents

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

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

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

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

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

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

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

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

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

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

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

### **A. Required Terms**

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. This includes a "Buy American" provision that provides that as appropriate and to the extent consistent with law, the District and contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of the Buy American provision must be included in all subawards including all contracts and purchase orders for work or products under this award.

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

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

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

### **C. Full and Open Competition**

The district's procurement transactions will be conducted in a manner

providing full and open competition consistent with 2 C.F.R §200.319.

#### D. Debarment and Suspension

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

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

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

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

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

#### F. Record Keeping

##### 1. Record Retention

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

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

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
  - c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.
2. Maintenance of Construction Records for Projects Financed with Federal Funds
- a) The District must maintain records sufficient to detail the history of all construction projects financed with federal funds. These records will include, but are not necessarily limited to the following: rationale for the method of construction, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
  - b) Retention of construction records shall be in accordance with applicable law and Board policy.

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

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

### **C. Favors and Gifts**

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

### **D. Enforcement**

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

## **VII. Financial Management**

### **A. Identification.**

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

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

#### B. Financial Reporting

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

#### C. Accounting Records

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

#### D. Internal Controls

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

#### E. Budget Control

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

#### F. Payment Methods

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

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

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

#### G. Allowability of Costs

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

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

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

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

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

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

income.

#### I. Cost Sharing or Matching

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

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

#### J. Documentation of Personnel Expenses

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

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

#### A. Required Terms

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

#### B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, 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: \_\_\_\_\_ June 12, 2023

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

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

**I. Applicability of Policy**

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

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

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

**II. Procurement System**

The District maintains the following purchasing procedures.

**A. Responsibility for Purchasing**

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

## **B. Methods of Purchasing**

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

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

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

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

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

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

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

#### **a) Sealed Bids (Formal Advertising)**

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

#### **b) Contract/Price Analysis**

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

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

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
  - 1) The item is available only from a single source;
  - 2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - 3) The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; or
  - 4) After solicitation of a number of sources, competition is determined inadequate.
- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$250,000.

**5. Competitive Proposals.**

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

- 1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
  - 2) Proposals must be solicited from an adequate number of qualified sources; and
  - 3) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
- b) The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- c) The District may select a proposal that offers the best value and that is based upon the proposer's responsiveness to the proposal, experience, reputation, staff qualifications, ability and capacity to carry on the work, price, honesty, integrity, skills, business judgment, financial stability, past performance, and other relevant factors. The evaluation may be conducted by the school board, a designated committee, or another designee of the school board.

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

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

## **D. Federal Procurement System Standards**

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

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

## **E. Debarment and Suspension**

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

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

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

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

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

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

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

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

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

**C. Favors and Gifts**

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

**IV. Property Management Systems**

**A. Property Classifications**

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000.

2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.
3. Computing Devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.
4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
  - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
  - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

## **B. Inventory Procedure**

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

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

## **C. Inventory Records**

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

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

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

#### **D. Physical Inventory**

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

#### **E. Maintenance**

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

#### **F. Lost or Stolen Items**

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

#### **G. Use of Equipment**

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be

supported by the federal award, and the District will not encumber the property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

## **H. Disposal of Equipment**

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

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

## **I. Equipment and Capital Expenditures**

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

## **J. Depreciation**

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

## **V. Financial Management**

### **A. Identification**

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

### **B. Financial Reporting**

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

### **C. Accounting Records**

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

### **D. Internal Controls**

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

### **E. Budget Control**

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

### **F. Payment Methods**

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

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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.

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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.

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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:

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- (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, 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.~~

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

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

## C. Record Keeping

### 1. Record Retention

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

b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before

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

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

## 2. Maintenance of Procurement Records

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

## **D. Privacy**

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and

State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

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

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3004.1**

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

#### **I. Applicability of Policy**

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

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

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

#### **II. Procurement System**

The District maintains the following purchasing procedures.

##### **A. Responsibility for Purchasing**

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

## **B. Methods of Purchasing**

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

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

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

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

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

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

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

#### **a) Sealed Bids (Formal Advertising)**

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

#### **b) Contract/Price Analysis**

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

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

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
  - 1) The item is available only from a single source;
  - 2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
  - 3) The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; or
  - 4) After solicitation of a number of sources, competition is determined inadequate.
- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$250,000.

**5. Competitive Proposals.**

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

- 1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
  - 2) Proposals must be solicited from an adequate number of qualified sources; and
  - 3) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
- b) The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- c) The District may select a proposal that offers the best value and that is based upon the proposer's responsiveness to the proposal, experience, reputation, staff qualifications, ability and capacity to carry on the work, price, honesty, integrity, skills, business judgment, financial stability, past performance, and other relevant factors. The evaluation may be conducted by the school board, a designated committee, or another designee of the school board.

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

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

## **D. Federal Procurement System Standards**

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

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

## **E. Debarment and Suspension**

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

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

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

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

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

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

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

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

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

**C. Favors and Gifts**

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

**IV. Property Management Systems**

**A. Property Classifications**

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000.

2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.
3. Computing Devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.
4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
  - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
  - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

## **B. Inventory Procedure**

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

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

## **C. Inventory Records**

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

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

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

#### **D. Physical Inventory**

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

#### **E. Maintenance**

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

#### **F. Lost or Stolen Items**

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

#### **G. Use of Equipment**

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be

supported by the federal award, and the District will not encumber the property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

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- (4) Are allowable under [subpart E \(Cost Principles\) of this part](#);
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- (1) Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
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- (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;

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#### **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.

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### **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, and labor surplus area firms are used when possible consistent with state law.

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

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

## **C. Record Keeping**

### 1. Record Retention

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

Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

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

2. Maintenance of Procurement Records

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

**D. Privacy**

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

Adopted on: June 12, 2023

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 3036 Purchasing (Credit) Card Program

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

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

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

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

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

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

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

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

Adopted on: \_\_\_\_\_ June 12, 2023

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **3059 Audio and Video Recording**

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

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

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

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

**Recordings Made by Staff.** Staff members may make recordings of classroom instruction, student behavior or performance, and school activities without prior administrative approval only for legitimate educational purposes. Staff members may not make secret recordings while on duty, even if those

recordings do not violate state or federal criminal or privacy laws. Staff members who violate this provision may be subject to consequences up to termination for classified staff and cancellation of contract for certificated staff.

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

Adopted on: June 12, 2023

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 3059 Audio and Video Recording

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

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

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

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

**Recordings Made by Staff.** Staff members may make recordings of classroom instruction, student behavior or performance, and school activities without prior administrative approval only for legitimate educational purposes. Staff members may not make secret recordings while on duty, even if those

recordings do not violate state or federal criminal or privacy laws. Staff members who violate this provision may be subject to consequences up to termination for classified staff and cancellation of contract for certificated staff.

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

Adopted on: June 12, 2023

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 5047

### Local, State, Regional, and National Competitions and Events

Lyons-Decatur Northeast Schools is committed to supporting our students who participate in local competitions and events, as well as those who qualify for state, regional, and national competitions, and events.

#### Student Financial Support:

Local Competitions: The district will pay the registration fees and provide transportation for local competitions and events. These activities must be approved by the administration and may include but are not limited to: All State Band and Choir, Educators Rising, FBLA, FFA, Honor Bands and Choirs, HOSA, Mock Trial, NSAA Activities, and Science Fairs.

State Competitions: If a student qualifies for a state competition, the district will provide the following additional financial support:

1. Food - \$10 per meal
2. Lodging (NSAA Activities only – due to reimbursement)

Regional and National Competitions: If a student qualifies for a regional or national competition, the district will pay for 35% of the registration, transportation, meals, and lodging expenses. These activities must be approved by the administration and may include but are not limited to events and competitions associated with Educators Rising, FBLA, FFA, HOSA, and Science Fairs.

*The funds are reserved for students who qualify for the opportunity to compete at the state, regional, or national level, it does not include alternates or attendees.*

#### Sponsor Financial Support:

Financial support for the sponsors to chaperone the competitions or events will consist of the following:

1. Food
2. Lodging
3. Transportation

Adopted on: June 12, 2023

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**5064**  
**Supplement, Not Supplant**

The district will use Title I, Title II, Title IV, and any other funds subject to Supplement, Not Supplant requirements as required by law. The district will use said funds to Supplement, Not Supplant, state and local funds that would, in the absence of such funds, be spent on Title programs. The district will ensure that Title funds will not be used to provide services which otherwise take the place of public education services that are to be provided to all students.

The district maintains records of the professional development provided at the district level that is funded with Title funds. The Superintendent will ensure that professional development is aligned with the needs of the district's Title programs. Title professional development will not duplicate that which the district provides for non-Title purposes which, in the absence of Title funds, would be provided to all staff.

Adopted on: June 12, 2023

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**5064**

**Title I, Title II, or Title IV Supplement, Not Supplant**

The district will use Title I, Title II, and Title IV, and any other funds subject to ~~to~~ Supplement, Not Supplant requirements as required by law. The district will use said funds to Supplement, Not Supplant, state and local funds that would, in the absence of ~~Title I, Title II, and Title IV~~ such funds, be spent on Title I programs. The district will ensure that Title I funds will not be used to provide services which otherwise take the place of public education services that are to be provided to all students.

The district maintains records of the professional development provided at the district level that is funded with Title I funds. The Superintendent will ensure that professional development is aligned with the needs of the district's Title I programs. Title I professional development will not duplicate that which the district provides for non-Title I purposes which, in the absence of Title I funds, would be provided to all staff.

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

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_