

## Agenda

1. Preliminary Procedures
  - 1.1. Call meeting to order & announce Open Meetings Act is Posted
  - 1.2. Public Notice as publicized per board policy
  - 1.3. Roll Call
    - 1.3.1. Action to excuse board members if necessary
  - 1.4. Pledge of Allegiance
  - 1.5. **1.5 Mission**

Seward Public Schools - a district rooted in excellence - in cooperation with family and community members is committed to the development of the whole student and affirms that all students will have the skills to become productive, resilient, and contributing members of their community.
  - 1.6. Approval of Agenda
2. Public Forum: (The Board President reserves the right to place time limits on individuals and topics.)
  - 2.1. Public Forum on Agenda Items: This is your opportunity to speak to items on the agenda. If you are not a part of the presentation of the agenda item you need to speak now. Thank you for your participation.
  - 2.2. Public Forum on Any Topic: This is your opportunity to speak to any topic concerning the school district. Since it is not an agenda item the board cannot discuss or take action at this time on the matter. Future discussion can be requested as an agenda item. Thank you for your participation.
3. Reports
  - 3.1. Superintendent's Report
4. Discussion Items
  - 4.1. New and Revised Policy Updates
  - 4.2. Summer Project Update
  - 4.3. Year-End Substitute Teacher Discussion
5. Action Items
  - 5.1. Substitute Teacher Pay
  - 5.2. 2024-2025 Staff Handbook
  - 5.3. First Reading New and Revised Board Policies
  - 5.4. New and Revised Policies
6. Future Agenda Items
7. Consent Agenda
  - 7.1. Approval of Minutes
  - 7.2. Approval of Financial Reports
    - 7.2.1. Treasurer
    - 7.2.2. Budget
    - 7.2.3. Activities

- 7.2.4. Athletic
- 7.3. Approval of Claims
  - 7.3.1. General Fund
  - 7.3.2. Special Building Fund
  - 7.3.3. Depreciation Fund
  - 7.3.4. Qualified Capital Purpose Undertaking Fund
- 7.4. Approval of Consent Agenda
- 8. Adjournment

Please publish the following legal notice in the July 3, 2024 edition of the Seward County Independent. Thank you.

### NOTICE OF SCHOOL BOARD MEETING

The board of education of the School District of Seward will meet in regular session on Monday, July 8, 2024 at 5:30 p.m. for a regular business meeting. The meeting will be held at the Administrative Offices located at 410 South St., Seward, Nebraska. An agenda for the meeting which shall be kept continually current is readily available for public inspection at the Superintendent's Office during normal business hours.

To view the agenda go to <http://SewardPublicSchools.org/> and find the eMeeting link.

## **2008 Meetings**

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

### 1. Types of Meetings

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

### 2. Notice

The board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all members of the board and to the public.

Notice of regular and special meetings shall be published in a newspaper of general circulation within the district and, if available, on the newspaper's website. Newspapers of general circulation in the district include, ~~but are not necessarily limited to,~~ the **Seward County Independent or Lincoln Journal Star** ~~or the Omaha World Herald~~. Such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting on the school district's website, posting in three prominent places within the school district, or by any other appropriate method designated by the board.

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

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

### 3. Weather Delays

In the event of inclement weather which makes it dangerous or unreasonable for board members or members of the public to attend a meeting for which notice has already been given, such meeting may be postponed by the board president. The board will communicate the delay to members of the public by posting it on the district's website and by following the same communication protocol that the district follows when student attendance at school is called off due to inclement weather. When possible, the board president and superintendent will attempt to communicate the information to local media members and business owners to assist in notifying the public of the delay. Notice of the date, time, and location of the postponed meeting will be advertised as required in the "Notice" section above.

### 4. Minutes

- a. The board shall keep minutes of all meetings showing the time, place, members present and absent, the method(s) and date(s) of the meeting notice, and the substance of all matters discussed.
- b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session, and the record shall state how each member voted, or if the member was absent or not voting.
- c. The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record and shall be published on the school district's website within ten working days of the last meeting or prior to the next convened meeting, whichever occurs earlier. The minutes shall be available on the website for at least six months.

Adopted on: June 14, 2010

Revised on: August 15, 2017, November 9, 2020, August 9, 2022,

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

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

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

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

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

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

Adopted on: \_\_\_\_\_ June 14, 2010

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~~ means a nonresident student who has chosen to attend the school district under the provisions of the option enrollment program.
- b. **Resident School District Defined.** Resident school district ~~shall~~ means the school district in which a student resides or in which the student is admitted as a resident of the school district pursuant to state law.
- c. **Option School District Defined.** Option school district ~~shall~~ means the school district that a student chooses to attend other than his or her resident school district.
- d. **Elementary School Defined.** Elementary school means grades K - 4.
- e. **Middle School Defined.** Middle school means grades 5 - 8.
- e.f. **High School Defined.** High school means grades 9 through 12.

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~~identified as a student with a disability as defined in section 79-1118.01, the application will be evaluated by the director of special education services or the director's designee who must determine if the school district and the appropriate class, grade level, or school building has the capacity to provide 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, or if the student is an option student at the time of such application and applying to become an option student at a subsequent option school district, a release approval from the option school district the student is attending at the time of such application;

ii. When the student's late enrollment into the district meets the standards for acceptance or rejection of option students contained elsewhere in this policy;

**b.** 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 or the option school district the student is attending at the time of application under the following circumstances:

i. When the student has relocated to a different resident school district after February 1

ii. When a student's option school district merges with another district effective after February 1

**b.** The school district shall accept or reject an application from a student under this paragraph using the criteria set forth in this policy and will accept or reject the application within forty-five days.

## **11. Cancellation of Option.**

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

**a.** Attend the option school district until graduation or relocation/re-option in a different resident school district unless the student chooses to return to the resident school district, in which case the student's parent or legal guardian shall timely submit a cancellation form to the school board or board of education of the

option school district and the resident school district for approval for the following year.

- b.** Attend an option school district for not less than one school year unless the student relocates to a different resident school district, completes requirements for graduation prior to the end the school year, transfers to a parochial or private school, or upon mutual agreement of the resident and option school districts cancels the enrollment option and returns to the resident school district.

## **12. Authority of Superintendent.**

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

Adopted on: June 14, 2010

Revised on: September 12, 2016, August 14, 2023,

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

RESOLUTION ON SCHOOL DISTRICT STANDARDS FOR ACCEPTANCE OR REJECTION OF OPTION ENROLLMENT APPLICATIONS WHEREAS, Seward Public Schools is committed to providing an education of high quality to its students in an economically efficient manner; and WHEREAS, the school district's faculty, facilities, and equipment can serve only a limited number of students effectively; and WHEREAS, the Seward Board of Education, in consultation with the administration, has reviewed the school district's faculty, facilities, equipment, interdisciplinary efforts and interrelationships of grades, subjects, and faculty; and has determined the maximum number of students it can serve effectively at any given grade level and in total; NOW, THEREFORE BE IT RESOLVED that the board adopts the following standards for acceptance or rejection of option enrollment applications: Numeric Capacity. The capacity in the following grade levels, programs, classes, and/or school buildings is as follows:

1. Option students will not be accepted into a regular K-3 elementary classroom if the projected enrollment is 21 or more in that classroom.
2. Option students will not be accepted into a regular 4-6 classroom if the projected enrollment is 25 or more in that classroom.
3. Option students will not be accepted into the regular education middle school grade levels (7-8) when the enrollment in that middle school grade is one hundred (125) or more students.
4. Option students will not be accepted into regular education high school grade levels (9-12) when the enrollment in high school reaches six hundred (600) or more students. Other Standards. The school district shall not accept an option student when acceptance of the student:
  - (a) 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;
  - (b) Would require the procurement of new equipment, technology, or furnishings;
  - (c) Would cause or require the rearrangement of caseloads for staff and contracted professionals;
  - (d) Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
  - (e) May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.

After the above resolution was read, board member Curt Sherman moved for passage of the motion. Board member Jerry Rumery seconded the motion. After discussion, and on roll call vote, the following members voted in favor of

the motion: Duer, Dworak, Pekarek, Rumery, Seaman, and Sherman. The following members voted against the motion: \_\_\_\_\_ . The following members did not vote: \_\_\_\_\_ . Having been consented to by a majority of the voting members, the board president declared the motion to have been passed and adopted. Dated this 14th day of December, 2016. Ryne Seaman President, Board of Education

## **5008 Pregnant or Parenting Students**

The District will not discriminate in its education program or activity against any student based on the student's current, potential, or past pregnancy. Students who are pregnant or parenting are encouraged to continue participating in the district's educational and extracurricular programs.

### **I. Accommodations Regarding Attendance and Participation**

#### **A. Generally**

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

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

#### **B. Students with Disabilities**

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

### **C. Title IX**

When a student, or a person with a legal right to act on a student's behalf, informs a District employee of the student's pregnancy or related conditions, the District will inform the student of the Title IX Coordinator's contact information. The employee will also inform the student that the Title IX Coordinator can coordinate actions to prevent sex discrimination and ensure the student's equal access to the District's education program or activity.

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

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

## **II. Accommodations Regarding Lactation and Breastfeeding**

### **A. Accommodations**

1. In order to accommodate lactating and breastfeeding students, the district will provide reasonable opportunities to express breast milk or breastfeed in a place, other than a bathroom, which is shielded from view and free from intrusion from district students, employees, and the public.
2. Students who wish or need to express breast milk on a regular schedule will work with school administrators to create a schedule which

- accommodates the student's needs while facilitating education to the maximum extent possible.
3. The district will provide a location for students to store expressed breast milk in or near the location designated for students to express milk to create the least amount of disruption to the student's participation in class or activities.

## **B. Educational Process**

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

Adopted on: June 14, 2010

Revised on: August 13, 2018

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.

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

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

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.~~

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

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

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

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

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

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

**Confiscation of Firearms and Weapons.** Administrative and teaching personnel are statutorily authorized, without a warrant, to confiscate any firearm or weapon possessed in violation of this policy. Any firearm that is confiscated by school personnel shall be delivered to a peace officer as soon as practicable. Such firearms are subject to being destroyed by law enforcement authorities.

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

## **Long-Term Suspension**

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

## **Expulsion**

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior

to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.

2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.
3. **Suspension of Enforcement of an Expulsion:** Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.
4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students, or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.
5. **Conclusion of Expulsion.** At the conclusion of an expulsion, the school district will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

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

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

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes. The board has determined that the use of synthetic media such as deepfakes may constitute "similar conduct";
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school

function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;

10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
  - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
  - b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
  - c. Violating school bus rules as set by the school district or district staff;
  - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
  - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
  - f. Possession of pornography, including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
  - g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically), including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;

- h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/newcomers; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
- i. Bullying which shall include cyberbullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
- j. Violations of the district's acceptable computer use policy;
- k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- l. Using any object to simulate possession of a weapon;
- m. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation;
- n. Violation of the school's audio and video recording policy; and
- o. Any other violation of any board policy, handbook provision, or rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

1. The decision to recommend discipline shall be made within two school days after learning of the alleged student misconduct. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's parents or guardian 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 10, 2010

Revised on: August 11, 2014, August 13, 2018, August 12, 2019, August 10, 2020, August 14, 2023

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

**6036**  
**Reading Instruction and Intervention Services**

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

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

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

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

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

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

**Deficiency Identification.** Any student in kindergarten through third grade performing below the threshold level as determined by the Nebraska Department of Education shall be identified as having a reading deficiency for purposes of the Nebraska Reading Improvement Act and this policy. A student who is identified as having a reading deficiency shall remain identified as having a reading deficiency until the student performs at or above the

threshold level on an approved reading assessment. Nothing in the Nebraska Reading Improvement Act or this policy shall prohibit a school district from identifying any other student as having a reading deficiency.

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

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

The supplemental reading intervention program may also include:

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

- Strategies and resources to assist with reading skills at home, including parent-training workshops and suggestions for parent-guided home reading; or
- Access to before-school or after-school supplemental reading intervention with a teacher or tutor who has specialized training in reading intervention.

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

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

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

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

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

Adopted on: ~~August 13, 2018~~\_\_\_\_\_

Revised on: August 9, 2021\_\_\_\_\_

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

## **6039 Repeat of Grade at Parent-Guardian Request**

Parents and guardians may request that their student repeat a grade level under the following conditions:

### **Students in Kindergarten through Fourth Grade**

Parents and guardians of students in kindergarten through fourth grade may request that their student repeat the grade level that the student has just completed under the following conditions:

- 1) If the student is at least one year below grade level and behind the child's typically developing peers in reading, English, and language arts such that the child does not possess the necessary academic skills required to succeed in reading, English, and language arts at grade level for the next grade to which the student would otherwise advance; or
- 2) If the student was absent fifty percent or more of the days in which school was in session for students during the school year which the student has just completed; or
- 3) If the student experienced a severe mental or physical illness resulting in hospitalization of two or more weeks during the school year.

### **Students in Fifth through Twelfth Grade**

Parents and guardians of students in fifth through twelfth grade may request that their student repeat the grade level that the student has just completed if the student was absent fifty percent or more of the days in which school was in session for students during the school year which the student has just completed.

### **Procedure for Parent Requests for Student Grade Repetition**

Parents and guardians who seek to have their student repeat the grade level just completed must submit a written request to the student's building principal no earlier than the day after the last scheduled student attendance day of the school year, and no later than two weeks after that date. This deadline may be waived by the superintendent for good cause shown. The request must include written documentation that provides evidence that the parents or guardians believe substantiate that the conditions outlined above have been met.

The principal shall promptly forward the request to the superintendent or his/her designee, along with any building-level information about the student which the principal believes will be relevant to the superintendent or designee in responding to the parents' or guardian's request.

The superintendent or designee shall review the request and promptly schedule a meeting with the parents or guardians. At this meeting, the superintendent or designee shall identify any alternative educational opportunities available to the student, including remedial instruction if applicable, and verify any special education supports available to the student. If the child's parent or guardian still intends to have such child repeat a grade, the parent or guardian shall complete a form prescribed by the Nebraska Department of Education and return the form to the office of the superintendent of schools.

Upon completion of the form and if all requirements pursuant to this policy are met, the school district shall have the child repeat the child's grade for the next school year.

Nothing in this policy modifies the school district's policies on mandatory attendance and reporting excessive absenteeism to the county attorney or other members of law enforcement. Likewise, nothing in this policy shall dictate or direct the provision of special education or related services, including but not limited to any IEP team decision about the appropriate educational placement of a child with a disability under Rule 51 of the Nebraska Department of Education.

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

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

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

## 2006 Complaint Procedure

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies ~~to board members, patrons, students and school staff, to complaints~~ unless the ~~staff member~~ complaint is subject to a different ~~grievance~~ procedure ~~pursuant required by law, to~~ policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems at the lowest level of the chain of command. When ~~such those~~ efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth in any specific policy addressing those areas or the procedures set forth below. ~~Students and employees who believe they have been subjected to sex harassment in violation of Title IX should refer to the board's policy titled "Title IX." Allegations of sex discrimination covered by Title IX will be addressed through the board's Title IX policy.~~

References to "coordinator" in this policy refer to the board-designated coordinator for the applicable area, such as the Section 504 Coordinator for allegations of disability-based discrimination.

A preponderance of the evidence will be required to discipline a party accused of misconduct. This means that the investigator must conclude that it is more likely than not that misconduct occurred.

### **Complaint and Appeal Process.**

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant reasonably believes speaking directly to the person would subject complainant or complainant's student to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, ~~Title IX/504~~ coordinator, superintendent of schools, or president of the board of education, as set forth below. Anyone with questions about the appropriate person to speak with may request clarification from the superintendent.

- a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
  - b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
  - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.
  - d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may also be submitted, at any time during the complaint procedure to the ~~School District's Title IX/504~~applicable coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or ~~to the Title IX/504~~ coordinator, the administrator or ~~Title IX/504~~ coordinator shall first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator or coordinator will promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the ~~staff member~~ respondent involved.
    - 1) If the complainant has not, ~~the administrator or Title IX/504 coordinator will~~ urge the complainant to discuss the matter directly with ~~that staff member~~ the respondent, if appropriate.
    - 2) If the complainant refuses to discuss the matter with the ~~staff member~~ respondent, the administrator or ~~Title IX/504~~ coordinator shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.

- b) Strongly encourage the complainant to reduce his or her concerns to writing.
  - c) Interview the complainant and, if necessary, the respondent against whom the complaint is filed, to determine:
    - 1) All relevant details of the complaint;
    - 2) All witnesses and documents which the complainant believes support the complaint;
    - 3) The action or solution which the complainant seeks.
  - d) Respond to the complainant. If the complaint involved involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or Title IX/504 coordinator received receives the complaint.
4. If either the complainant or the accused party respondent is not satisfied with the administrator's or the Title IX/504 coordinator's decision regarding a complaint her or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal. This provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.
- a) This The appeal must be in writing.
  - b) This appeal must be received by the superintendent no later than ten-three (103) calendar days from the date the administrator or Title IX/504 coordinator communicated his/her decision to the complainant of the decision.
  - c) The For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.

d) ~~Upon completion of this investigation, the~~The superintendent will prepare a written decision and inform provide it to the complainant and any other person entitled by law to receive the appeal decision in writing of his or her decision. ~~If the complaint involved discrimination or harassment~~For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.

5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may involve oversight or discipline of students, staff, or others, unless those involve the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:

- a) When the complaint is about a board policy, not implementation of the policy;
- b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or
- c) When the board is required by law, policy, or contract to hear a complaint or appeal.

~~5. If either the complainant or the accused~~If a complaint involves those limited grounds and a party is not satisfied with the superintendent's decision regarding ~~a~~the complaint or appeal, he or she may appeal the decision to the board.

a)d) This appeal must be in writing.

b)e) This appeal must be received by the board president no later than ten (10) calendar days from the date the

superintendent communicated his/her decision to the complainant.

e)f) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.

e)g) The board president will notify the complainant and any other person legally required to receive the decision in writing of its decision. If the complaint ~~involved~~ involves discrimination or harassment allegations against the Superintendent, the board president shall submit ~~its~~ the decision within 180 calendar days after ~~it received~~ receiving ~~complainant's~~ the written appeal.

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

6. ~~When a formal complaint about the superintendent of schools has been~~ Formal complaints about the superintendent shall be filed with the president of the board. ~~7. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:~~

a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.

a)b) Determine whether the complainant has discussed the matter with the superintendent.

- 1) If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.
  - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
- ~~b) Strongly encourage the complainant to reduce his or her concerns to writing.~~
- c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting by the full board.
  - d) Respond to the complainant or appeal. If the complaint or appeal involved-involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.
  - ~~d)e) Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent.~~

**No Retaliation.** The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

**Special Rules Regarding Educational Services and Related Services to Students with Disabilities.** Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with

an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

Complaints about the educational services provided a student with a disability pursuant to a Section 504 plan must be submitted to the school district's 504 Coordinator. The 504 Coordinator will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of Section 504 Parental Rights adopted by the board of education.

Complaints about the educational services provided to a student who is suspected of having a disability must be submitted in writing to the school district's Director of Special Education or to the district's 504 Coordinator. The Director of Special Education or 504 Coordinator will either refer the student for possible verification as a student with a disability or will provide prior written notice of the district's refusal to do so.

**Bad Faith or Serial Filings.** The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Individuals who file complaints (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (c) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

Adopted on: \_\_\_\_\_ September 14, 2015

Revised on: \_\_\_\_\_ August 12, 2019, August 10, 2020

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

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

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

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

B. Construction Projects with an estimated cost of between \$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 200.322~~6~~ and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. This includes a "Buy American" provision that provides that as appropriate and to the extent consistent with law, the District and contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of the Buy American provision must be included in all subawards including all contracts and purchase orders for work or products under this award.

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

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

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

U.S. substantially using agricultural commodities produced in the U.S.

### C. Full and Open Competition

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

### D. Debarment and Suspension

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

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

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

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

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

### F. Record Keeping

#### 1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.
  - b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
  - c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.
2. Maintenance of Construction Records for Projects Financed with Federal Funds
- a) The District must maintain records sufficient to detail the history of all construction projects financed with federal funds. These records will include, but are not necessarily limited to the following: rationale for the method of construction, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

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

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

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

### C. Favors and Gifts

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

### D. Enforcement

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

## **VII. Financial Management**

### **A. Identification.**

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

### **B. Financial Reporting**

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

### **C. Accounting Records**

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

### **D. Internal Controls**

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

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

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

### C. Record Keeping

#### 1. Record Retention

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

b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit,

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

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

2. Maintenance of Procurement Records

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

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

D. Privacy

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

Adopted on: August 15, 2017

Revised on: August 18, 2018, August 12, 2019, August 8, 2022, August 14, 2023, July 8, 2024

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

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

**I. Applicability of Policy**

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

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

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

**II. Procurement System**

The District maintains the following purchasing procedures.

**A. Responsibility for Purchasing**

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

## **B. Methods of Purchasing**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 5. **Competitive Proposals.**

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

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

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

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

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

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

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

## **E. Debarment and Suspension**

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

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

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

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

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

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

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

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

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

**C. Favors and Gifts**

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

**D. Enforcement**

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

**IV. Property Management Systems**

**A. Property Classifications**

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

than one year and a per-unit acquisition cost ~~which that~~ equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$~~105~~,000.

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

## **B. Inventory Procedure**

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

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

## **C. Inventory Records**

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

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

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

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

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

#### **E. Maintenance**

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

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

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

notify the Federal agency or pass-through entity of any loss, damage, or theft of equipment that will have an impact on the program.

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

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

### **H. Disposal of Equipment**

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

If the item has a current ~~FMV~~ fair market value of \$~~105~~,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency or pass-through entity.

### **I. Equipment Retention**

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

### **J. Equipment and Capital Expenditures**

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

### **J.K. Depreciation**

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

### **V. Financial Management**

## **A. Identification**

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

## **B. Financial Reporting**

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

## **C. Accounting Records**

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

## **D. Internal Controls**

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

## **E. Budget Control**

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

## **F. Payment Methods**

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management

Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

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

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

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

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

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

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

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

2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

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

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

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

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

### **J. Documentation of Personnel Expenses**

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

## **VI. Written Compensation Policies**

### **A. Time and Effort Standards**

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. This includes an employee whose salary is paid with state or local funds but is used to meet a required "match" in a federal program. These documents, known as time and effort records, are maintained in order to charge the costs of personnel compensation to federal grants. Charges to

federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

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

#### **B. Time and Effort Procedures**

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

#### **C. Fringe Benefits**

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

#### **D. Leave**

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

#### **E. Unexpected or Extraordinary Circumstances**

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

#### **F. Documentation for Personnel Expenses**

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

## **VII. Other Contract Matters.**

### **A. Required Terms**

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

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

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

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

The District may deviate from this general requirement only if:

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

### **C. Record Keeping**

#### 1. Record Retention

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

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

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

## 2. Maintenance of Procurement Records

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

## **D. Privacy**

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

Adopted on: ~~August 15, 2017~~ \_\_\_\_\_

Revised on: August 13, 2018, August 12, 2019, November 9, 2020, August 9, 2021, August 8, 2022, August 14, 2023, \_\_\_\_\_

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

**3017**  
**Official Communication with the Public**

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

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

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

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

### 3033

#### [Intentionally Left Blank]

#### ~~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: \_\_\_\_\_  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

## **3053 Nondiscrimination**

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

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

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

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

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

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

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

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

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

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

[The Pregnant Workers Fairness Act \(PWFA\) – requires covered employers to provide reasonable accommodations to qualified](#)

employee's or applicant's known limitations related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions.

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

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

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

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

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

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

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

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

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

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

Adopted on: September 14, 2015

Revised on: August 15, 2017, July 8, 2024

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

## **3057 Title IX**

**Nondiscrimination.** The school district does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates including in admission and employment. Inquiries about Title IX may be referred to the school district's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. The school district's Title IX Coordinator may be contacted at Title IX Coordinator, Dr. Matt Dominy at 2401 Karol Kay Blvd. Seward NE 68434, [matt.dominy@sewardschools.org](mailto:matt.dominy@sewardschools.org), 402-643-2986 The school district's nondiscrimination policy and grievance procedures are included this policy, or can be accessed at: <https://www.sewardpublicschools.org/> To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator.

**Publication Notice.** The school district will include the following notice on its website and in each handbook, catalog, announcement, bulletin, application form, and other places as required by law:

The school district prohibits sex discrimination in any education program or activity that it operates and individuals may report concerns or questions to the Title IX Coordinator. The school district's Title IX policy, notice, and other information may be accessed at the following link: [https://www.sewardpublicschools.org/vnews/display.v/ART/3e495fd52f70b?in\\_archive=1](https://www.sewardpublicschools.org/vnews/display.v/ART/3e495fd52f70b?in_archive=1)

**Retaliation Prohibited.** Retaliation, including peer retaliation, is prohibited in the school district's education program or activity. If the school district has information about conduct that reasonably may constitute retaliation under Title IX, it may be required to treat it as an allegation of sex discrimination. Upon receiving a complaint alleging retaliation, the school district will initiate its grievance procedures or informal resolution process.

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

**Complainant** means an employee, a student, or a parent, guardian, or other individual with the legal right to act on behalf of a complainant who is alleged to have been subjected to conduct that could constitute sex discrimination, including sex-based harassment; or any other person who may have been subjected to sex discrimination when that person was participating or attempting to participate in the school district's education program or activity.

**Complaint** means an oral or written request to the school district that objectively can be understood as a request for the school district to

investigate and make a determination about alleged sex discrimination under Title IX.

**Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. School district officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

**Respondent** means a person who is alleged to have violated the school district's prohibition on sex discrimination. When a sex discrimination complaint alleges that the school district's policy or practice discriminates on the basis of sex, the school district is not considered a respondent.

**Sex-based harassment** prohibited by this part is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex that is:

**Quid pro quo harassment.** An employee, agent, or other person authorized by the school district to provide an aid, benefit, or service under the school district's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;

**Hostile environment harassment.** Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the school district's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

- The degree to which the conduct affected the complainant's ability to access the school district's education program or activity;
- The type, frequency, and duration of the conduct;
- The parties' ages, roles within the school district's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
- The location of the conduct and the context in which the conduct occurred; and

- Other sex-based harassment in the school district's education program or activity.

**Sexual assault** meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;

**Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

- **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
- **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

**Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.

- **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
- **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

**Dating violence** meaning violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined

based on a consideration of the length and type of relationship and the frequency of interaction between the persons involved in the relationship;

**Domestic violence** meaning felony or misdemeanor crimes committed by a person who:

- Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the school district, or a person similarly situated to a spouse of the victim;
- Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
- Shares a child in common with the victim; or
- Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction

**Stalking** meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others or suffer substantial emotional distress.

## **Response to Sex-based Harassment.**

**All Employees.** All school district employees must notify the Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination, including sex-based harassment under Title IX.

**Title IX Coordinator.** The school district will designate and authorize at least one employee as the school district's "Title IX Coordinator," to coordinate the school district's efforts to comply with its responsibilities under Title IX and this policy. The superintendent or Title IX Coordinator is authorized to delegate specific duties to one or more designees.

For conduct that could constitute sex-based harassment, the Title IX Coordinator must take the following actions:

- Offer and coordinate supportive measures for the complainant and for the respondent;
- Notify the complainant or the individual who reported the conduct of the grievance procedures and, if appropriate, the informal resolution process.
- Take other appropriate steps to avoid the recurrence of sex discrimination and restore or maintain equal access to the school district's programs and activities.

**Supportive Measures.** The school district will provide supportive measures, as appropriate, in cases involving sex-based harassment. These measures may include but are not limited to: counseling; extending deadlines; increased supervision; no-contact directives; leaves of absence; changes in class, work, or activities, regardless of whether there is a comparable alternative; and training and education programs related to sex-based harassment. Supportive measures may be continued, modified, or discontinued at the conclusion of any grievance process. Supportive measures will not be disclosed to anyone other than the person to whom they apply and others, including school officials, who need to know the supportive measures to implement them.

**Requests to Modify Supportive Measures.** A complainant or respondent may request modification or reversal of the school district's decision to provide, deny, change, or terminate supportive measures applicable to them. Requests must be made to the Title IX Coordinator in writing, and an impartial individual will review the request.

**Students with Disabilities.** If the complainant or respondent is a student with a disability, the Title IX Coordinator will consult with one or more members of the student's IEP or Section 504 team to determine compliance with those laws while implementing supportive measures and all other requirements of this policy and Title IX.

**Emergency Removal.** The school district is authorized to remove a respondent from the school district's education program or activity on an emergency basis, provided that the school district undertakes an individualized safety and risk analysis; determines that an imminent and serious threat to the health or safety of a complainant or other persons arising from the allegations of sex discrimination justifies removal; and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

**Administrative Leave.** The school district is authorized to place an employee respondent on administrative leave from employment responsibilities during the pendency of the school district's grievance procedures.

**Informal Resolution.** The school district may offer an informal resolution process unless the complaint includes allegations that an employee engaged in sex-based harassment of a student or informal resolution would be contrary to law. Prior to initiating informal resolution, the parties will be provided with notice of the allegations. Participation in informal resolution is voluntary, and any informal resolution will include consent from the complainant and respondent, the ability to withdraw from the process, and the right to resume the grievance

process. If an agreement is reached, it precludes the parties from initiating or resuming the grievance process.

The informal resolution facilitator will not be the same person as the investigator or the decisionmaker in the school district's grievance procedures. Potential terms that may be included in an informal resolution agreement include but are not limited to restrictions on contact, restrictions on participation in programs or activities, and disciplinary sanctions.

If informal resolution is offered, the school district will maintain all evidence gathered, communications about the informal resolution process, and the agreement reached. This information will be disclosed to outside individuals only as permitted by law and if required to implement the requirements of the agreement or Title IX. If no agreement is reached, only relevant and permissible evidence received during the informal resolution process will be considered during the grievance process.

**Grievance Procedures to Resolve Complaints of Sex Discrimination.** Any person designated as Title IX Coordinator, investigator, or decision maker will not have a conflict of interest or bias for or against any party, generally or specifically. The decisionmaker may be the same person as the Title IX Coordinator or investigator.

**Complaint.** Complaints of sex-based harassment may only be made by a complainant; a parent, guardian, or other individual with the legal right to act on behalf of a complainant; or the Title IX Coordinator. Complaints of sex discrimination (excluding complaints of sex-based harassment) may be made by any person who was participating or attempting to participate in the school district's education program or activity at the time of the alleged sex discrimination.

**Complaint by Coordinator.** In the absence of a complaint made by any other individual, the Title IX Coordinator will determine whether to initiate a complaint of sex discrimination. The Title IX Coordinator must consider, at a minimum, the following factors:

- The complainant's request not to proceed with the initiation of a complaint;
- The complainant's reasonable safety concerns regarding the initiation of a complaint;
- The risk that additional acts of sex discrimination would occur if a complaint is not initiated;
- The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;

- The age and relationship of the parties, including whether the respondent is an employee of the school district;
- The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
- The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and
- Whether the school district could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

If the Title IX Coordinator initiates a complaint, they will notify the complainant prior to doing so and address reasonable concerns about the complainant’s safety or the safety of others, including by providing supportive measures.

**Consolidation of Complaints.** The school district may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances. When more than one complainant or more than one respondent is involved, references in this section to a party, complainant, or respondent include the plural, as applicable.

**Basic Procedures.** This grievance procedure is governed by the following basic requirements:

- A respondent is presumed not responsible for the alleged sex discrimination until a determination is made at the conclusion of the grievance procedure;
- The school district will treat the complainant and respondent equitably throughout the grievance process;
- The school district will take reasonable steps to protect the privacy of individuals participating in the grievance process in a manner that does not restrict the parties from obtaining and presenting evidence, speaking to witnesses, consulting with family members or advisors, or otherwise participating in the grievance process;
- The District will use the following timelines for each complaint, but the Title IX Coordinator or designee may extend them as needed:

<b>Major Stage</b>	<b>Target Duration</b> (calendar days)
Completion of the school district’s decision whether to dismiss or investigate a complaint of sex discrimination	1-15

Investigation	1-30
Determination	1-30
Appeal	1-20

**Notice of Allegations.** Upon initiation of the grievance procedure, the school district will provide notice of the allegations to the parties whose identities are known. The notice will include a copy of this policy; the parties involved in the incident(s); the conduct alleged to constitute sex discrimination; and the date(s) and location(s) of the alleged incident(s), if available. Retaliation is prohibited.

If the school district decides to investigate additional allegations of sex discrimination that are not included in the initial notice, the school district will provide notice of the additional allegations to the parties.

**Complaint Investigation.** The burden is on the school district to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The individual investigating and deciding the complaint will:

- Provide an equal opportunity for the parties to present fact witnesses and relevant and permissible evidence;
- Objectively review all evidence gathered through the investigation and determine what evidence is relevant and permissible;
- Provide each party with an accurate description of the relevant and permissible evidence, and upon request, copies of this evidence;
- Provide the parties a reasonable opportunity to respond to the evidence;
- Use a process that enables the decisionmaker to question parties and witnesses to adequately assess a party's or witness's credibility, but credibility will not be based upon any individual's status as a complainant, respondent, or witness; and
- Take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. For purposes of this paragraph, disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

**Relevant and Permissible Evidence.** The school district will consider relevant and permissible evidence. Relevant evidence is evidence related to the allegations of sex discrimination under investigation as part of the grievance procedure. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred,

and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.

Generally relevant evidence is permissible, but does not include:

- Evidence that is protected under a privilege as recognized by Federal or State law;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional in connection with the provision of treatment to the party or witness unless the school district obtains that party's or witness's voluntary, written consent for use in this grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless that evidence is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude a determination that sex-based harassment occurred.

**Determining Whether Sex Discrimination Occurred.** The school district will:

- Use the preponderance of the evidence standard of proof, that it is more likely than not, to determine whether sex discrimination occurred;
- Use only relevant and permissible evidence to reach a determination;
- Notify the parties in writing of the determination whether sex discrimination occurred, including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal, if applicable;
- If there is a determination that sex discrimination occurred, coordinate and provide remedies to restore equal access, coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions, and require the Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur;
- Not discipline a party, witness, or others participating in a school district's grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the school district's determination whether sex discrimination occurred.

**Dismissal of a Complaint.** A complaint of sex discrimination made through the grievance procedure may be dismissed for any of the following reasons:

- The school district is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in the school district's education program or activity and is not employed by the school district;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the school district determines that without the complainant's withdrawn allegations, the remaining alleged conduct would not constitute sex discrimination even if proven;
- The school district determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint under this paragraph, the school district must make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the school district will promptly notify the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the school district must also notify the respondent of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing.

The school district will notify the complainant that a dismissal may be appealed and provide the complainant with an opportunity to appeal the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the school district must also notify the respondent that the dismissal may be appealed on the bases set out in this policy. Upon the dismissal of a complaint, at a minimum, the school district will:

- Offer supportive measures to the complainant, and offer supportive measures to the respondent if the respondent has been notified of the complaint;
- Require its Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the school district's education program or activity.

**Appeal.** The school district will provide the parties the opportunity to appeal the decisionmaker's written determination or a dismissal of a complaint, on the grounds identified below. The school district will implement appeal procedures equally for the parties, including a reasonable and equal opportunity to make a statement in support of or challenging the outcome

being appealed. Appeals under Title IX, like other comparable proceedings, will be handled consistent with the school district's general complaint policy.

**Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the superintendent within three (3) calendar days of the party's receipt of (1) the written determination of whether sex discrimination occurred from which the appeal is taken, or (2) the written dismissal of the complaint from which the appeal is taken.

**Notice of Appeal Filed By Party.** The Notice of Appeal must include (a) the name of the party or parties appealing, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from the following subsection) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy and Title IX.

**Appeals of Dismissals.** If a dismissal is appealed, the school district will provide notice of the allegations to the complainant and respondent if not provided previously.

**Appeal Decision.** The decisionmaker for the appeal will be an individual who did not take part in the investigation, determination, and/or decision to dismiss the complaint. The appeal decisionmaker will notify the parties of the result of the appeal and the rationale for the result.

**Disciplinary Sanctions and Remedies.** If it is determined that sex-based harassment occurred, the school district may impose disciplinary sanctions that may include suspension, expulsion, mandatory reassignment, adverse employment action up to and including termination, or any other actions regarding student behavior that are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include 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.

**Superintendent Authorized to Contract.** The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the school district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

**Recordkeeping.** The school district will maintain the following documents for a period of at least seven years:

- For each complaint of sex discrimination, records documenting the informal resolution process or grievance procedures and the outcome.
- Records documenting the actions the school district took to meet its obligations under Title IX for any allegation of sex discrimination.
- All materials used to provide training as required by this policy. The school district will make these training materials available upon request for inspection by members of the public.

Adopted on: August 10, 2020

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

Revised on: August 8, 2022

## **3059 Audio and Video Recording**

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

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

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

**Recordings Made by Parents/Guardians and Patrons.** Parents/guardians and patrons may make recordings of school activities in a non-disruptive manner including things like athletic contests and school board meetings to the extent permitted by law unless otherwise lawfully restricted by the administration. Parents/guardians or patrons may not make recordings if they are volunteering or visiting school during the school day without permission of the administration or supervising staff member and subject to this policy, such as recording their child's classroom activities or recess. Parents may not record meetings with administrators or staff, including meetings related to a student's IEP or 504 plan. Violation of this policy will result in immediate termination of any meeting that is being recorded and may be grounds for exclusion from school 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: ~~September 1, 2016~~  
Revised on: August 12, 2019, August 9, 2021, August 14, 2023,  
Reviewed on: \_\_\_\_\_

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

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

**I. Qualifying for Leave**

**A. Qualified Employees**

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

Nebraska Family Military Leave Act and should consult policy 4011.1.

**B. Qualified Circumstances Necessitating Leave**

1. The school district will grant an eligible employee up to a total of 12 workweeks of **unpaid** leave under the following conditions:
  - a. For birth of a son or daughter, and to care for the newborn child;
  - b. For placement of a son or daughter with the employee for adoption or foster care;
  - c. To care for the employee's spouse, son, daughter, or parent with a serious health condition;
  - d. Because of a serious health condition that makes the employee unable to perform the functions of his or her job; or
  - e. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation
  
2. The school district will grant an eligible employee who is the spouse, son, daughter, parent or next of kin of a Covered Servicemember a total of 26 workweeks of **unpaid** leave during a 12-month period to care for the service member as permitted under the FMLA. The leave described in this paragraph shall only be available during a single 12-month period.

For purposes of this provision and this policy, "Covered Servicemember" includes both Military

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

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

### **C. Limitations on Leave**

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

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

#### **D. Qualifying Notice and Certification**

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

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

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

**E. Scheduling Leave**

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

**II. Relationship with District During Leave**

**A. Leave to Be Unpaid**

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

**B. Substitution of Paid Leave**

1. The school district requires employees to substitute any accrued paid vacation leave, paid personal leave, paid family leave, paid medical leave or paid sick leave for FMLA leave. However, nothing in this policy shall require the school district to provide paid sick or medical leave in any situation in which the school district would not normally provide such paid leave.

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

**C. Group Health Plan Benefits**

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

**D. Intermittent or Reduced-Schedule Leave**

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

serious health condition, or to care for a covered Veteran or Military Member, an eligible employee may take leave intermittently or on a reduced-leave schedule when medically necessary.

- c. When leave is taken by an eligible employee because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation, the employee may take leave intermittently or on a reduced-leave schedule.
- d. When leave is taken by an eligible employee to care for a Covered Servicemember, including a Veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness
- e. Intermittent or reduced leave shall not result in a reduction in the employee's total amount of leave beyond the amount of leave actually taken.
- f. When an instructional employee seeks to take intermittent leave in connection with a family or personal illness (e.g. physical therapy or periodic care for a sick relative) or to care for a covered Veteran or Military Member, and when such leave would constitute at least 20 percent of the total number of working days in the period

during which the leave would extend, the school district may require the employee to elect to take leave in a block, instead of intermittently, for the entire period or to transfer to an available alternative position within the school system that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave.

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

### **III. Return from Leave**

#### **A. Restoration to Position**

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

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

**B. Denial of Restoration**

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

**C. Failure to Return from Leave**

If an employee fails to return from FMLA leave after the period of leave to which the employee is entitled has expired, the employee shall reimburse the district

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

#### **IV. Notice to Employees**

**A.** The school district will post in conspicuous places where employees are employed notices explaining the FMLA and providing information concerning the procedures for filing complaints of FMLA violations with the U.S. Wage and Hour Division.

~~**B.** When an employee provides notice of the need for FMLA leave, the school district shall provide the employee with a copy of the "section 301(c) notice" which is attached to this policy.~~

~~**B.**~~ **C.** To the extent that any provision in this policy is in any manner inconsistent with the provisions of the Act or the regulations promulgated thereunder, the Act and regulations shall prevail over the provisions of this policy. The school district reserves the right to modify this policy from time to time in its sole discretion.

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

Adopted on: June 14, 2010

Revised on: October 14, 2013, August 15, 2017

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

~~404853~~  
**Conflict of Interest**

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

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

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

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

3. Employing Members of the Immediate Family.

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

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

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

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

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

- i. When assessing whether a conflict of interest exists, qualifying staff members should assess whether the benefit or detriment identified is distinguishable from the effects of such action on the public generally or a broad segment of the public.
- ii. If qualifying employees are unsure as to whether a conflict of interest exists, they may apply to the Nebraska Political Accountability and Disclosure Commission for an opinion as to whether they have a conflict of interest.
- c. Qualifying employees who determine that a conflict of interest does exist under this policy shall:
  - i. Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;
  - ii. Deliver a copy of the statement to the secretary of the board of education, who shall enter the statement onto the public records of the school district; and
  - iii. Abstain from participating in the matter in which the employee has a conflict of interest.
- d. This subsection does not prevent a qualifying employee from making or participating in the making of a decision to the extent that the employee's participation is legally required for the action or decision to be made.
- e.

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

Adopted on: October 14, 2013\_\_\_\_\_

Revised on: August 15, 2017\_\_\_\_\_

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

## **5001 Compulsory Attendance and Excessive Absenteeism**

### **Required Attendance**

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

### **Mandatory Attendance Age**

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

### **Exceptions**

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

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

### **Discontinuing Enrollment – 5 Year Old Students**

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

## **Discontinuing Enrollment – 16 and 17 Year Old Students**

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

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

## **Attendance Officer**

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

## **Excused Absences<sup>[1]</sup>**

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

1. Physical or mental illness of the student (a physician's verification is required after four (4) consecutive days of absence for illness)
2. Severe weather
3. Medical appointments for the student
4. Death or serious illness of the student's family member

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

### **Excessive Absenteeism**

When a student receives 5 unexcused absences or the hourly equivalent in any semester, the Attendance Officer will follow the attached procedure for addressing barriers to the student's attendance.

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

Adopted on: June 14, 2010

Revised on: November 14, 2011, August 12, 2012, October 12, 2013, August 11, 2014, August 15, 2017

Reviewed on: August 14, 2023

**[NOTE TO BE DELETED: THERE ARE THREE CHOICES FOR  
OPTION TRANSPORTATION BELOW; SELECT ONE AND DELETE  
THE OTHERS]**

**5005**

**~~Option~~ Transportation**

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

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

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

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

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

**[OPTION 1]. Option Transportation.** The board of education does not provide transportation services or mileage reimbursement for option-enrolled students unless otherwise required by law

**[OPTION 2] Option Transportation.** The board of education provides transportation to option students only if (a) the option student lives on an existing bus route or (b) the option student makes arrangements to be picked up and dropped off at preexisting stops along an existing bus route. The district does not provide mileage reimbursement for option-enrolled students unless otherwise required by law.

**[OPTION 3] Option Transportation.** The board of education shall annually set the rate for transportation services for option-enrolled students. Such transportation may only be enacted if there is mutual agreement between the school district and the parent or legal guardian of the option student. If such agreement is reached, the stops at the option homestead will be recorded by the school vehicle operator and a billing fee will be assessed to the parent or legal guardian on an annual basis. If two or more option students from the same homestead use school transportation, the district will charge for each trip made. Under no circumstances will an option student(s) be provided school transportation to and from his/her homestead if the result of such transportation (1) necessitates the addition of a third bus route and/or (2) increases the time necessary to run the complete bus route beyond the limit of one hour.

If the option student resides within the distance of one mile of the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.\_\_\_\_ per mile per stop.

If the option student resides a distance greater than one mile but less than or equal to two miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.\_\_\_\_ for the first mile and \$.\_\_\_\_ for the additional mile per stop.

If the option student resides a distance greater than two miles but less than or equal to three miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.\_\_\_\_ for the first two miles and \$.\_\_\_\_ for the additional mile, per stop.

If the option student resides a distance greater than three miles but less than or equal to four miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.\_\_\_\_ for the first three miles and \$.\_\_\_\_ for the additional mile, per stop.

If the option student resides a distance greater than four miles but less than or equal to five miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.\_\_\_\_ for the first four miles and \$.\_\_\_\_ for the additional mile, per stop.

For distances greater than five miles from the route used to reach a homestead which is a regular bus stop for a resident student, the same formula used to determine the above quoted rates will be used to determine the fee.

Students who qualify for free lunch may be entitled to transportation or mileage reimbursement pursuant to state law.

Adopted on: June 14, 2010

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.~~

## **5052 School Wellness**

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

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

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

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

- a. The school district’s curriculums shall include instruction on physical activity and habits for healthy living.
- b. Students will be encouraged to engage in physical activities throughout the school day and will be provided with opportunities to do so.

- c. The district encourages parents and guardians to support their children's participation in physical activity, to be physically active role models, and to include physical activity in family events.

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

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

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

- a. The district will ensure that student access to foods and beverages meet federal, state and local laws and guidelines including, but not limited to:

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

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

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

**6. Food and Beverage Marketing**

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

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

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

## 7. Public Participation

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

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

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

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

c. Fundraiser Exemptions. A special exemption is allowed for the sale of food and/or beverages that do not meet the competitive food standards as required in this section for the purpose of conducting an infrequent school-sponsored fundraiser. The specially exempted fundraisers must not take place more than the frequency specified by NDE during

such periods that schools are in session. No specially exempted fundraiser foods or beverages may be sold in competition with school meals in the food service area during the meal service.

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

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

a.

~~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: September 14, 2015  
 Revised on: June 12, 2017, August 14, 2023  
 Reviewed on: \_\_\_\_\_

**6025**  
**Student Cell Phone and Other Electronic Devices**

~~[THIS POLICY CONTAINS SEVERAL OPTIONS. THERE ARE MORE PERMISSIVE OPTIONS AND MORE RESTRICTIVE OPTIONS. YOU SHOULD SELECT AND MAKE ANY NECESSARY CHANGES TO ONLY ONE OPTION AND DELETE THE REST]~~

~~(USE AT SCHOOL OPTION)~~

Students ~~can use~~ ~~may use~~ cell phones or other electronic devices only as outlined in the student handbook while at school, so long as they do so safely, responsibly and respectfully and comply with all other school rules while using these devices.

By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when permitted by law.

Students may not have cell phones or electronic devices on while they are in locker rooms, restrooms, or any other area in which others may have a reasonable expectation of privacy.

The taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (including things like texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person engaged in these activities while on school grounds, in a school vehicle or at a school activity will be subject to the disciplinary procedures of the student code of conduct.

While on school property, at a school activity, or in a school vehicle, students may not use their cell phones or electronic devices to bully, harass, or intimidate any other person as governed by the student code of conduct.

Students shall be personally and solely responsible for the security of their electronic devices. The district is not responsible for theft, loss or damage of any electronic device, including any calls or downloads.

Students who violate this policy may have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after meeting with the parent or guardian to discuss the rule violation. Students who violate this

policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.

**~~(ONLY BEFORE/AFTER SCHOOL AND DURING PASSING AND LUNCH OPTION)~~**

~~Students are prohibited from using cellular phones or other electronic devices while at school, except as provided in this policy or as deemed appropriate by a student's education team.~~

~~Students may use cell phones or other electronic devices on school sidewalks and in the common areas of the school before and after school, during passing periods, and during lunch so long as they do not create a distraction or a disruption and comply with all other policies and handbook provisions.~~

~~By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when the staff determines that such a search is reasonable or necessary.~~

~~Students may not have cell phones or electronic devices while they are in locker rooms, classrooms, or restrooms. During school hours student cell phones or electronic devices must remain in lockers, backpacks, or be locked in a personal vehicle. Students may use cell phones or other technology in classrooms only with the express permission of the classroom teacher.~~

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

~~Students may not use cell phones or electronic communication devices while riding in school vehicles, including listening to music, unless they have permission to do so from the driver or other adult responsible for their supervision.~~

~~Students shall be personally and solely responsible for the security of their cell phones and pagers. The district is not responsible for theft, loss or damage of a cell phone or any calls made on a cell phone.~~

~~Students who violate this policy or other school rules will have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after discussing the rule violation with the student and parent or guardian.~~

~~Students who violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.~~

### **(YONDR BAG OR OTHER STORAGE SYSTEM OPTION)**

~~Students may use cellular phones or other electronic devices while at school, so long as they do so safely, responsibly and respectfully and comply with all other school rules while using these devices.~~

~~By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when permitted by law.~~

~~Students may not have cell phones or electronic devices on while they are in locker rooms, restrooms, or any other area in which others may have a reasonable expectation of privacy.~~

~~Students may not use cellular phones in any classroom unless deemed appropriate by a student's education team. [INSERT YOUR STORAGE SYSTEM HERE; FOR EXAMPLE: The District will provide each student with a Yondr bag, and students must lock their cellular phone in the Yondr bag upon entering a classroom. The student may unlock the bag upon exiting the classroom at the end of the class period.]~~

~~The taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (including things like texting, sexting, e-mailing, etc.) may constitute a crime under state and/or federal law. Any person engaged in these activities while on school grounds, in a school vehicle or at a school activity will be subject to the disciplinary procedures of the student code of conduct.~~

~~While on school property, at a school activity, or in a school vehicle, students may not use their cell phones or electronic devices to bully, harass, or intimidate any other person as governed by the student code of conduct.~~

~~Students shall be personally and solely responsible for the security of their electronic devices. The district is not responsible for theft, loss or damage of any electronic device, including or any calls or downloads.~~

~~Students who violate this policy may have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after meeting with~~

~~the parent or guardian to discuss the rule violation. Students who violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.~~

(COMPLETE BAN OPTION)

~~Students may NOT use cellular phones or other electronic devices while at school during school hours.~~

~~Any student who is found to be in possession of any cellular phone, or other electronic device (AirPods, personally owned tablet, gaming device, etc) during school hours is in violation of this policy and the student code of conduct.~~

~~Staff who discover students in possession of a cellular phone or electronic device while at school during the school day will immediately confiscate the device and turn it into the administration.~~

~~In addition to the disciplinary consequences imposed, a parent or legal guardian of the offending student must pick up the confiscated devices from the office in person. The administration will return the device to the parent or guardian, after meeting with the parent or guardian to discuss the rule violation.~~

~~Students who repeatedly violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including expulsion.~~

Adopted on: July 11, 2011\_\_\_\_\_

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

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

## **6031 Emergency Exclusion**

**Grounds for Emergency Exclusion.** Any student may be excluded from school in the following circumstances subject to the procedural provisions governing short term suspension found elsewhere in these policies or state law:

(a) If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or

(b) If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

Any emergency exclusion shall be based upon a clear factual situation warranting it and shall last no longer than is necessary to avoid the dangers that prompted the exclusion.

**Extension of Exclusion.** Pursuant to the Student Discipline Act, the principal has the authority to exclude a student from school for up to five school days on an emergency basis. If the superintendent or superintendent's designee determines that it is appropriate to consider the extension of an exclusion beyond five days, such consideration shall be made according to the procedures set forth below.

**Notification of Student's Parent(s) or Guardian(s).** The superintendent or the superintendent's designee shall notify the student's parent(s) or guardian(s) that the principal has proposed the extension of the exclusion. If the initial notice is oral, the superintendent shall confirm it in writing. The notice shall include notice of a recommended hearing examiner and an alternate hearing examiner for consideration by the parent(s) or guardian(s) if a hearing is requested.

**Opportunity to Request a Hearing.** The student's parent(s) or guardian(s) may submit an ~~oral~~ request for a hearing on the proposed extension of the exclusion within one school day~~two school days~~ of receiving the ~~initial~~ notice of the proposed extension. ~~If the initial request for a hearing is oral, they shall confirm the request in writing.~~

**Failure to Request a Hearing.** If the parent(s) or guardian(s) do not request a hearing within two school days of receiving oral or written notice, the proposed extension of the exclusion shall automatically go into effect.

**Appointment and Qualifications of a Hearing Examiner.** The parent(s) or guardian(s) shall notify the superintendent within one school day of receiving notice of the recommended extension and proposed hearing examiner and alternate hearing examiner if the alternate hearing examiner is preferred.

~~If the parent(s) or guardian(s) request a hearing, the superintendent shall appoint a hearing examiner upon receiving a request for a hearing. The hearing examiner may be any person who did not bring charges against the student, is not to be a witness at the hearing, and has no involvement in the charge.~~

**Hearing Examiner's Notice to Parent(s) or Guardian(s).** The hearing examiner shall promptly give written notice of the time, date and place of the hearing. The hearing will be held within tenfive school days after the initial date of exclusion; school district receives the initial oral or written request; provided, the hearing may be held more than five school days after receipt of the request upon a showing of good cause. No hearing will be held on less than two (2) school days' notice unless otherwise agreed to by the student's parent(s) or guardian(s) and school officials.

**Continued Exclusion.** If a hearing is requested, the principal may determine in his or her sole discretion that the student shall remain excluded from school until the hearing officer makes a recommendation to the superintendent.

**Examination of Student's Records and Affidavits.** Prior to the hearing, the student and his/her parent(s) or guardian(s) shall have the right to examine and have school officials explain the student's records and any affidavits that will be used by school officials at the hearing.

**Attendance at Hearing.** The hearing may be attended by the hearing examiner, the principal (or designee), the student, and the student's parents or guardian(s). The student may be represented at this hearing by a representative of the family's choice.

**Student's Witness(es).** The student and his/her parent(s) or guardian(s) may ask any person with knowledge of the events leading up to the sanction or with general knowledge of the student's character to testify on behalf of the student. If school personnel or other students are requested to testify by the student's parent(s) or guardian(s), the hearing officer shall endeavor to help obtain the presence of such witnesses at the hearing.

**Right to Know Issues and Nature of Testimony.** The student and his/her parent(s) or guardian(s) have the right to request in advance of the hearing the issues which the administration will propose in support of the extension, and the general nature of the testimony of any administrative or expert witnesses.

**Presence of Student and Witnesses at the Hearing.** The student and witnesses may be excluded at the discretion of the hearing examiner in accordance with state statutes. The student may speak in his/her own defense and may be questioned on such testimony, but may choose not to testify. The school district shall make available to testify at the hearing any employee who is a witness to the matter upon request from the parent(s) or guardian(s).

**Sworn or Affirmed Testimony.** The principal or his or her designee shall present evidence supporting the recommended extension ~~of the exclusion~~. Witnesses will give testimony under oath of affirmation, and may be questioned.

**Hearing Examiner's Report and Recommendations.** The hearing examiner shall prepare a report of his or her findings and recommendations, and forward the report to the superintendent.

**Superintendent's Decision.** The superintendent will review the hearing examiner's report and determine whether to extend the exclusion. He or she shall have the decision delivered or sent by registered or certified mail to the student, student's parent(s), or guardian(s). If the superintendent decides to extend the exclusion, the extension will take effect immediately.

Adopted on: June 14, 2010

Revised on: August 11, 2014, August 13, 2018

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

## 6040

### Prekindergarten (Preschool or Early Childhood) Program

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

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

**Age Participation.** The program will be available to children of the following ages:

- Children who are 3 years of age before July 31 of the enrollment year;
- Children who are 4 years of age at the start of the enrollment year; and
- Children who are 5 years of age at the start of the enrollment year, so long as they do not turn 6 years of age prior to January 1 of that year (subject to the participation limitation below).

All enrollment is subject to capacity limitations and enrollment priorities established in this policy.

**Five-Year-Old Participation.** Five-Year-Old Participation.

Participation of 5-year-old students who will not turn 6 prior to January 1 of the enrollment year will be further limited to those **students who have consistently "not yet" met skills in their age band on GOLD but who are not suspected of having a disability.**

**Capacity Limitation.** The maximum capacity for the program is 20 children. In the event where the total number of children registered for the program by July 15 rises above 20, the district will only offer the program to children with the following priority for enrollment:

- 4-year-olds;
- "At-risk" children (as defined by Rule 11);
- Qualified five-year-old students; and
- Three-year-olds.

If the program is at capacity after July 15, further enrollment applications will be denied. Exception: If an "at-risk child" (as defined by Rule 11) moves into

the district and the program is at capacity, the child will be enrolled in the program. The youngest child in the class that is not "at risk" will be withdrawn from the program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **6042 Projection Maps**

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

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

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

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

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

## 6043 Sharing Mapping Data

This policy shall provide for the sharing of information to public safety agencies in order to implement effective emergency response protocols.

**Definition.** Mapping data means maps relating to the school buildings or school property with data for an efficient emergency response.

**Sharing of Mapping Data.** Mapping data shall be shared in an electronic or printable format with public safety agencies that provide emergency services to district property to assist those agencies in responding to an emergency on district property.

**Requirements Related to Mapping Data.** Mapping data shared with public safety agencies pursuant to this policy shall meet the following requirements:

- The mapping data shall be compatible with and able to be integrated into software platforms used by public safety that provide emergency services to the specific school for which the data is provided without requiring:
  - The purchase of additional software by such public safety agencies; or
  - The integration of third-party software to view the data;
- The mapping data shall be a finished map product in a file format easily accessible using a standard or open-source file reader, depending on the needs of the school and the public safety agency;
- The mapping data shall be provided in a printable format;
- The mapping data shall be verified for accuracy, during production and annually, through a walk-through of the school campus;
- The mapping data shall give an indication of what direction is true north;
- The mapping data shall include accurate floor plans overlaid on accurate, verified aerial imagery of the school campus;
- The mapping data shall contain site-specific labeling that matches the structure of school buildings, including room labels, hallway names, external door or stairwell numbers, locations of hazards, key utility locations, key boxes, automated external defibrillators, and trauma kits using standard labeling rules set by the State Department of Education;
- The mapping data shall contain site-specific labeling that matches the school grounds, including parking areas, athletic fields, surrounding roads, and neighboring properties using standard labeling rules set by the State Department of Education; and
- The mapping data shall be overlaid with a grid and coordinates.

**Annual Certification or Updates.** The district shall annually:

- Certify to the appropriate public safety agencies that the mapping data provided pursuant to this policy is accurate; or
- If such information has changed, provide the appropriate public safety agencies with updated mapping data.

**Reimbursement.** The Superintendent shall apply to the State Department of Education in the manner prescribed by the Commissioner of Education for a grant to cover the costs of providing payment to vendors on behalf of the school district to facilitate the implementation of mapping data in accordance with this policy. Such application shall include a copy of this school policy, an estimate from a vendor on the cost of providing such mapping data that meets the requirements of this policy, and any other information the department may require. Alternatively, the Superintendent may apply to and contract with the district's educational service unit in the manner prescribed by the educational service unit for purposes of covering the costs of facilitating mapping data in accordance with this policy.

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

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

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

**30323027**

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

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

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

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

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

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

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

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

- For photocopies, actual added costs may include a reasonably apportioned cost of the supplies, such as paper, toner, other equipment used in preparing the copies, and any additional payment

obligation for the time of contractors necessarily incurred to comply with the copy request.

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

The fee schedule for public records copies is as follows:

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

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

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

Adopted on: ~~\_\_\_\_\_~~ October 14, 2013 ~~\_\_\_\_\_~~

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

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

## **5045 Student Fees**

The school district shall provide free instruction in accordance with the Nebraska State Constitution and the Nebraska statutes. The district also provides activities, programs, and services that extend beyond the minimum level of constitutionally required free instruction. Under the Public Elementary and Secondary Student Fee Authorization Act, the district is permitted to charge students fees for these activities or to require students to provide specialized equipment and attire for certain purposes. This policy is subject to further interpretation or guidance by administrative or board regulations. Students are encouraged to contact their building administration, their teachers or their coaches, and sponsors for further specifics.

### **A. Definitions.**

1. "Students" means students, their parents, guardians or other legal representatives.
2. "Extracurricular activities" means student activities or organizations that (1) are supervised or administered by the district; (2) do not count toward graduation or advancement between grades; and (3) are not otherwise required by the district.
3. "Post-secondary education costs" means tuition and other fees associated with obtaining credit from a post-secondary educational institution.

### **B. Listing of Fees Charged by this District.**

#### **1. Guidelines for Clothing Required for Specified Courses and Activities.**

Students are responsible for complying with the district's grooming and attire guidelines and for furnishing all clothing required for any special programs, courses or activities in which they participate. The teacher, coach, or sponsor of the activity will generally provide students with written guidelines that detail any special clothing requirements and explain why the special clothing is required for the specific program, course or activity.

**2. Safety Equipment and Attire.**

The district will provide students with all safety equipment and attire that is required by law. Building administrators will assure that (a) such equipment is available in the appropriate classes and areas of the school buildings, (b) teachers are directed to instruct students in the use of such devices, and (c) students use the devices as required. Students are responsible for using the devices safely and as instructed.

**3. Personal or Consumable Items.**

The district will provide students with personal or consumable items for participation in courses and activities including, but not limited to, pencils, paper, pens, erasers and notebooks. Students who wish to supply their own personal or consumable items may do so, as long as those items comply with the requirements of the district. The district will provide students with facilities, equipment, materials and supplies, including books. Students are responsible for the careful and appropriate use of such property. Students will be charged for damage to school property caused by the student and will be held responsible for the reasonable replacement cost of any school property that they lose.

**4. Materials Required for Course Projects.**

The district will provide students with the materials necessary to complete all basic curricular projects. In courses where students choose to produce a project that requires materials beyond the basic materials provided by the district, the students will furnish the materials, purchase the materials from the school, or purchase the materials from an outside vendor with an order form provided by the school.

The maximum dollar amount charged by the district for course materials shall be:

- Industrial Technology Classes \$15.00
- Art Classes \$15.00
- Ceramics \$15.00
- High School FCS \$20.00
- Band \$10.00
- Outdoor Education – Middle School \$25.00
- Middle School Honor Choir – if selected \$25.00
- Elementary After School Program \$20.00
- Introduction to STS- Career Safe OSHA 10 certification- \$12.50

- Welding Class \$20.00
- ~~Annual Technology () Fee \$5.00~~

## 5. Extracurricular Activities.

The district may charge students a fee to participate in extracurricular activities to cover the district's reasonable costs in offering such activities. The district may require students to furnish specialized equipment and clothing that is required for participation in extracurricular activities, or may charge a reasonable fee for the use of district-owned equipment or attire. Attached to this policy is a list of the fees charged for particular activities. The coach or sponsor will provide students with additional written guidelines detailing the fees charged, the equipment and/or clothing required, or the usage fee charged. The guidelines will explain the reasons that fees, equipment and/or clothing are required for the activity.

The following list details the maximum dollar amount of all extracurricular activities fees and the specifications for any equipment or attire required for participation in extracurricular activities:

- Student activity card **\$25.00**  
*Covers admission to most regular season athletic events*
- Student participation fee **\$25.00**  
*Required of all students who participate in athletics and/or other extracurricular activities (Pay only one fee per year)*
- Middle School Builders Club \$ 3.00
- Football students must provide their own football shoes, and undergarments
- Golf students must provide their own Golf shoes, undergarments, and clubs
- Softball and Baseball students must provide their own shoes, gloves, and undergarments
- Track, Volleyball, Wrestling, Soccer, Bowling and Basketball , students must provide their own \_\_\_\_\_shoes and undergarments
- FFA, FCCLA, FBLA, Key Club, Skills USA Dues

student pay dues of \$20.00  
per activity

- Dance and Cheerleading Students must purchase outfits and shoes selected by the sponsor and/or student group.

## **6. Post-Secondary Education Costs.**

Some students enroll in postsecondary courses while still enrolled in the district's high school. As a general rule, students must pay all costs associated with such post-secondary courses. However, for a course in which students receive high school credit or a course being taken as part of an approved accelerated or differentiated curriculum program, the district shall offer the course without charge for tuition, transportation, books, or other fees. Students who chose to apply for post-secondary education credit for these courses must pay tuition and all other fees associated with obtaining credits from a post-secondary educational institution.

## **7. Transportation Costs.**

The district will charge students reasonable fees for transportation services provided by the district to the extent permitted by federal and state statutes and regulations.

## **8. Copies of Student Files or Records.**

The district will charge a fee for making copies of a student's files or records for the parents or guardians of such student. The Superintendent or the Superintendent's designee shall establish a schedule of student record fees. Parents of students have the right to inspect and review the students' files or records without the payment of a fee, and the district shall not charge a fee to search for or retrieve any student's files or records.

## **9. Participation in Before-and-After-School or Pre-Kindergarten Services.**

The district will charge reasonable fees for participation in pre-kindergarten services offered by the district pursuant to statute.

The maximum dollar amount charged by the district for these services shall be \$3.00 per day.

## **10. Participation in Summer School or Night School.**

The district will charge reasonable fees for participation in summer school or night school and may charge reasonable fees for correspondence courses.

## 11. Charges for Musical Extracurricular Activities.

Students who qualify for fee waivers under this policy will be provided, at no charge, the use of a musical instrument in optional music courses that are not extracurricular activities. For musical extracurricular activities, the school district will require students to provide the following equipment and/or attire:

- Band Students must provide their own instruments and marching band shoes.
- Show Choir Students must purchase outfits and shoes selected by the sponsor and/or student group.

## 12. Contributions for Junior and Senior Class Extracurricular Activities.

Students are eligible to participate in a number of unique extracurricular activities during their last two years in high school, including prom, various senior recognitions, and graduation. In order to fund these extracurricular activities, the school district will ask each student to make a contribution to their class's fund. This contribution is completely voluntary. Students who chose not to contribute to the class fund are still eligible to participate in the extra activities. The suggested donation to the class fund will be \$10.00.

### C. Waiver Policy.

Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for (1) participation in extracurricular activities, (2) materials for course projects, and (3) the use of a musical instrument in optional music courses that are not extracurricular activities. Actual participation in the free or reduced-price lunch program is not required to qualify for the waivers provided in this section. The district is not obligated to provide any particular type or quality of equipment or other material to eligible students. Students who wish to be considered for waiver of a particular fee must submit a completed fee waiver application to their building principal.

### D. Distribution of Policy.

This policy will be published in the Student Handbook or its equivalent that will be provided to students at no cost.

### E. Voluntary Contributions to Defray Costs.

The district will, when appropriate, request donations of money, materials, equipment or attire from parents, guardians and other members of the community to defray the costs of providing certain services and activities to students. These requests are not requirements and staff members of the district are directed to clearly communicate that fact to students, parents and patrons.

### F. Student Fee Fund.

The school board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund that will not be funded by tax revenue, and that will serve a depository for all monies collected from students for (1) participation in extracurricular activities, (2) post-secondary education costs, and (3) summer school or night school courses. Monies in the Student Fee Fund shall be expended only for the purposes for which they were collected from students.

**G. Student Fee Hearing**

Annually the Board of Education of The School District of Seward will hold a public hearing on the student fee policy. Such hearing will include a review of the amount of money collected from students and uses of said fees.

Adopted on: June 9, 2014

Revised on: June 13, 2016, August 13, 2018, [August 12, 2019](#), August 8, 2022, August 14, 2023

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

## 4040

### SEPARATION INCENTIVE PROGRAMS

#### A. PURPOSE:

The Seward Public School District Board of Education (referred to as the District and Board respectively) will consider if needed at the August Board Meeting or sooner the implementation and funding of a Separation Incentive Program (referred to as the Program) for the certificated teachers of the District (referred to variously as teacher, eligible employee, employee, applicant, or participant) Sections B-E. The Program is a Board policy that is intended to benefit certificated teachers who are considering terminating their employment with the District. Its objectives include, but are not limited to providing a balance of employee experience and offering financial incentives to assist long-term employees who are considering separating from employment. The board will utilize section G of the policy.

#### B. QUALIFICATIONS:

1. Eligible Employees: To be eligible, an employee must be employed by the District as of the date of acceptance of his/her application in the position of a fully certificated teacher who is paid in his/her last school year of employment pursuant to the salary schedule negotiated by the Board and the Seward Education Association.
2. Full-Time Equivalency: Both full-time and part-time employees may apply to participate in the Program. A part-time applicant's benefits will be prorated based on his/her FTE (full-time equivalency) as determined by the applicant's actual scheduled salary as of November 1 of his/her last school year of employment. An applicant who is on a part-time leave of absence and who works part-time as of November 1 of his/her last year of employment will be eligible to participate in the Program based on his/her on-duty FTE. An employee who is on a leave of absence in total as of November 1 of a school year will not be eligible to participate in the Program during the year of the leave.
3. Criteria for Eligibility: An applicant must meet the following criteria:
  - a. Years of Service: An applicant must have at least twenty (20) consecutive years of creditable service to the District.
  - b. Minimum Age: An applicant must be fifty-seven (57) years of age on or before August 15 following the last school year of employment.
  - c. An employee must apply for participation in the Program within 5 years of becoming eligible or waive the opportunity to take Program benefits.
  - d. Those employees who are older than age 57 and had 20 years of creditable service at the time of this policy's adoption shall be given five years from the date of the policy's adoption to apply to participate in the Program.
4. Applications and Criteria for Selection: On or about October of each year, the Board, in its sole and absolute discretion, will determine the total number of applicants whom it

will approve for participation in the Program based on financial exigencies, availability of funds, budget, expenses, revenue, and other school financial issues. If there are more applicants than the number the Board has authorized, the selection of the approved applicants shall be based on the following criteria in descending order:

- a. Highest Salary: The applicant(s) with the highest salary on the teacher salary schedule will be given preference for participation.
- b. Years of Experience in the District: If two (2) or more applicants are tied after consideration of criterion “a” above, the applicant(s) with the most years of full-time teaching experience in the district will be given preference.
- c. Date of Application: If two (2) or more applicants are tied after consideration of criterion “b” above, the applicant(s) with the earlier date of application (based on the date stamp from the Superintendent’s Office) will be given preference.
- d. Tie Breaker: If two (2) or more applicants are tied after consideration of criteria “a”, “b”, and “c” above, the names of the applicants who are tied shall be placed in a container and drawn from the container for opening(s) in the Program.

### **C. ENROLLMENT REQUIREMENTS:**

1. Resignation: An approved applicant shall resign his/her employment with the District effective at the close of his/her last year of employment in consideration for the benefits outlined in paragraph “D” below. An applicant’s application to participate in the Program is not, in and of itself, a resignation of his/her contract with the School District. However, the Board’s approval of an application will be considered the approval of the applicant’s voluntary resignation and termination of his/her continuing contract. If the Board does not approve an application, the applicant’s contract will continue in effect, and he/she will remain employed by the District unless he/she otherwise resigns or his/her contract is terminated or cancelled for cause.
2. Notice of Program: On or before September 15<sup>th</sup> of each year, the Superintendent or Superintendent’s designee shall notify eligible employees of the Program and the Application and Agreement form.
3. Application and Agreement: An employee who wishes to participate must submit a completed Application and Agreement form on or before November 15<sup>th</sup> of the school year in which he/she intends to resign. The failure to submit an Application and Agreement form by the application deadline shall result in the rejection of the application. An applicant may withdraw his/her Application and Agreement within seven (7) days after the date it was received by the Superintendent’s office. The Superintendent or his/her designee shall review the employee’s record to determine eligibility.
4. Terminated Employee’s Ineligibility: An employee who has received written notice of possible termination for reasons other than reduction in force or who has received written notice of possible cancellation shall NOT be eligible and may NOT participate in the Program, UNLESS after a hearing before the Board, it is determined that said employee’s contract shall not be cancelled or terminated or the decision of the Board to terminate or cancel is subsequently set aside.

#### **D. BENEFITS:**

1. **Calculation and Payment of Benefits:** The total benefit for an approved applicant shall be as follows: The total amount cannot exceed \$35,000
  - a. Fifty percent (50%) of the index salary placement of his/her contract in effect in the final year of employment multiplied by the average FTE over his/her last 20 years of employment. This amount shall be paid in two (2) equal installments with the first payment on September 15 of the calendar year separation begins, and the second payment on January 15 of the calendar year after the separation option is taken.
  - b. Twenty-five dollars (\$25) per day for each day of his/her unused accumulated sick leave in the final year of employment, up to a maximum of forty-five (45) days. This amount shall be paid in two (2) equal installments with the first payment on September 15 of the calendar year separation begins, and the second payment on January 15 of the calendar year after the separation option is taken.
2. **Source of Funds:** The School District shall pay the entire cost of the Plan.
3. **Administration:** This plan shall be administered by the Board by and through the District administration.
4. **Beneficiary Designation:** The applicant must designate a beneficiary for the Application and Agreement form to be considered complete. If a participant dies before all benefits are paid, the beneficiary shall receive any remaining benefits.
5. **Income Tax Consequences:** Payments pursuant to the Program have been determined to be taxable income for state and federal income tax purposes and will be treated as such. Any required state or federal withholding will be deducted from each payment.
6. **Health Insurance Rights:** A participant will have the opportunity to continue health insurance benefits as may be permitted by the Comprehensive Omnibus Budget Reconciliation Act, other applicable law, or the Retirees Health Insurance Plan under the insurance carrier's guidelines.

#### **E. TIME FOR CONSIDERATION OF APPLICATION AND AGREEMENT, AND WAIVER AND RELEASE OF CLAIMS:**

1. **Time to Consider Application and Agreement:** Employees shall be given at least forty-five (45) days within which to consider the terms of the Program. The Application and Agreement form shall inform applicants that the Program is totally voluntary in nature.
2. **Waiver and Release of Claims:** An employee who participates in the Program will be required to release, waive, acquit, and forever discharge the District, all past, present, and future members of the Board in their official and individual capacities, the administrators, and all other officers, agents, and employees of the District, in their official and individual capacities, from any and all claims, however characterized, whether for damages, costs, expenses, compensation, penalties, wages, benefits, reinstatement, attorneys' fees, which the participant may now have or which may accrue in the future with respect to, arising out of, or in relation to the participant's employment with the District, including, but not limited to, claims or rights under the Age Discrimination in Employment Act (ADEA) and the Older Workers Benefit Protection

Act (OWBPA), 29 USC §621-634, the Employee Retirement Income Security Act of 1974 (ERISA), 29 USC §1001 et. seq., and the Act Prohibiting Unjust Discrimination in Employment on the Basis of Age, NEB. REV. STAT. §48-1001 et seq., Title IX and under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866 and 1871, as amended from time to time, claims or rights under 42 U.S.C. §1981, through and including 42 U.S.C. §1988, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, the Family Medical Leave Act of 1993, all claims or rights relating to discrimination on the basis of race, ethnic background, color, religion, sex, age, disability, handicap, marital status or national origin before the state or federal EEOC or NEOC, or any other agency or department or the state or federal courts under any state or federal constitution, law, rule, or regulation, all claims or rights relating to libel, slander, breach of confidentiality or privacy, or any claims or rights of whatsoever nature arising under any other state, federal, or local constitution, statute, regulation, or ordinance arising out of the participant's employment with the District, this Application and Agreement form, the Program, or the participant's resignation from such employment. The participant must covenant not to sue and agree not to institute any proceedings against, and agree to indemnify and hold harmless, the District or any other persons named herein in their official or individual capacities based on any matter relating to the participant's employment by the District, the Application and Agreement, the Program, or the participant's resignation.

This waiver, release, and indemnification agreement will be given in exchange for consideration in addition to that which the participant is already entitled pursuant to law. The participant will acknowledge that he/she has been advised by this Application and Agreement to consult with an attorney before signing it and participating in the Program. The participant will acknowledge that he/she has had sufficient time to decide whether or not to execute the Application and Agreement, including sufficient time to consider the waiver and release of claims and all other matters contained therein.

#### **F. TERM OF PROGRAM:**

The Board, in its sole and unfettered discretion, shall determine whether to make the SIP Program available in any particular year and whether to budget and fund any Program payments and to determine the total amount, if any, that will be made available for such payments.

#### **G. 20 YEARS OF SERVICE NON-SIP**

If an employee does not otherwise qualify for the early separation program detailed in this policy, or the SIP is not utilized the employee is eligible to be paid \$50 per day for unused sick days once an employee leaves or retires from the district, as long as the employee satisfies the following conditions:

1. The employee has at least 20 years of service in the district as defined in this policy;
2. The separation from employment is the result of a voluntary resignation which is not the result of a notice of nonrenewal, termination, or cancellation of the employee's contract, and no

grounds exist at the time of resignation to nonrenew, terminate, or cancel the employee's contract.

The payment will be made in the September payroll of the year the separation from employment occurs.

Adopted: May 11, 2009

Revised: September 11, 2017, August 13, 2018, August 9, 2021

Reviewed:

# SCHOOL DISTRICT OF SEWARD



## STAFF HANDBOOK

2024-2025

## **THE SCHOOL DISTRICT OF SEWARD STAFF HANDBOOK**

This handbook is intended to provide information to staff related to the duties as a teacher and classified staff in the Seward Public School District. Please familiarize yourself with the information in it and refer to this handbook to answer any questions before contacting any office or administrative personnel. However, the information in the handbook is not intended to cover every possible condition, but is a guide to many of the district procedures and expectations for certificated staff. References in the handbook to “teachers” are intended to apply to all certificated staff. This includes administrators to the extent the handbook deals with professional expectations and conduct.

The guidelines in this book are in effect for the year on the cover of this document. However, these are administrative guidelines, and may therefore be changed at will by the administration if deemed appropriate and necessary for the benefit of staff, students, or the school district, with the change being in effect immediately. The administration will be responsible for interpreting the rules contained in the handbook and shall have the right to make decisions. Should a situation or circumstance arise that is not specifically covered in this handbook, the administration will make a decisions based upon available district policies, state and federal statutes and regulations, and the best interests of the district. Also, teachers may be asked to insert additional information as the year progresses.

Each staff member is responsible for becoming familiar with the handbook and knowing the information contained in it. Although the information in the handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing so as to cover every situation and circumstance that may arise. This handbook is intended to supplement other documents that deal with your employment, including your employment contract. Staff should also be familiar with district-wide board policies not included in this manual, as well as the negotiated agreement between the School District of Seward and the Seward Education Association. In reading this handbook, please understand that where a direct conflict exists, state or federal law, the negotiated agreement, and Board policies and regulations will control.

This Staff Handbook and forms are on the district website for access. Staff may also receive updates during the school year.

### **School District of Seward**

Dr. Josh Fields, Superintendent  
410 South St.  
Seward, Nebraska 68434  
402-643-2941  
Fax: 402-643-4986

### **Seward High School**

Mr. Scott Axt, Principal  
Mr. Rich Eber, Assistant Principal  
Mr. Scott Curry, Activities Director  
532 Northern Heights  
402-643-2988  
Fax: 402-643-2599

### **Seward Middle School**

Mr. Kirk Gottschalk, Principal  
2401 Karol Kay Blvd  
402-643-2986  
Fax: 402-643-6686

### **Seward Elementary School**

Mrs. Jessica Dominy, Principal  
200 East Pinewood  
402-643-2968  
Fax: 402-643-4906

## **NOTICE OF NON-DISCRIMINATION**

Seward Public School does not discriminate on the basis of race, color, national origin, sex, marital status, disability, or age or in admission or access to, or treatment of employment or educational programs and activities. The following person has been designated to handle inquiries regarding the School District's non-discrimination policies: Superintendent, Josh Fields, who may be contacted in writing at 410 South St., Seward, Nebraska, at [josh.fields@sewardschools.org](mailto:josh.fields@sewardschools.org) by e-mail or by telephone at (402) 643-2941. Any person may also contact the Office for Civil Rights, U.S. Department of Education, by email at [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov); by telephone at (816) 268-0550; or by fax at (816) 268-0599, regarding compliance with the regulations implementing Title VI, Title IX, Section 504, or any other applicable laws.

### **BOARD OF EDUCATION**

**MR. RYNE SEAMAN, PRESIDENT**  
**MR. PAUL DUER, VICE PRESIDENT**  
**MRS. JILL HOCHSTEIN- SECRETARY**  
**DR. SHAWN SVOBODA**  
**MRS. DANIELLE SHIPLEY**  
**DR. MATTHEW HASTINGS**

### **ADMINISTRATION**

**Dr. Josh Fields, Superintendent**  
**Dr. Shannon Hall-Schmeckpeper Special Services Director**  
**Dr. Matt Dominy, Curriculum and Staff Development Director**  
**Mrs. Jessica Dominy, Elementary Principal**  
**Mr. Kirk Gottschalk, Middle School Principal**  
**Mr. Scott Axt, High School Principal**  
**Mr. Rich Eber, High School Assistant Principal**  
**Mr. Scott Curry, High School Athletic Director**

### **OTHER DISTRICT STAFF**

**Mrs. Heidi Covert, Business Manager**  
**Ms. Christine Towle, Central Office Secretary**  
**Mr. Marty Telecky, Transportation Coordinator**  
**Mr. Adam Dowling, Maintenance Director**  
**Mr. Craig Williams, Technology Coordinator**  
**Ms. Christine Towle, NSSRS**

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## A. GENERAL INFORMATION

### A1. School District of Seward

Welcome to the Seward Public School District. We hope your staff experience in our district is an enjoyable and professional one. We appreciate your efforts to help in the education and growth of our students -- and on behalf of the children, district patrons, administration, and school board, we thank you.

Should a question or a complaint regarding work arise, please present them to the administration. We want to work with our staff to best meet the needs of our students and school. All complaints and concerns should be addressed with the appropriate administrator, as this is the only place where any change can be made. Please do not practice sharing complaints or concerns with other faculty members, students, parents, or citizens of the community.

### A2. Motto and Mission Statement of the District

Our Motto: "Every Student, Every Day, a Success."

Our Mission:

Seward Public Schools - a district rooted in excellence - in cooperation with family and community members is committed to the development of the whole student and affirms that all students will have the skills to become productive, resilient, and contributing members of their community.

### A3. Weapons

The District prohibits any person from being in possession of a weapon at a school attendance facility, on school property, at a school-supervised activity, or at a school sponsored function. Any teacher found to be in violation of this policy shall be subject to disciplinary action, up to and including termination. State law makes it a crime to carry a handgun in schools and a staff member who violates this will be reported to law enforcement.

A teacher may possess an item which may be considered a weapon where such item is used for instructional purposes and the teacher has received the approval of the administration, provided it is used in the manner approved and is maintained in such a manner as the administration has directed. The phrase "possession of a weapon" includes, without limitation, a weapon in a teacher's personal possession, as well as in a teacher's motor vehicle, desk, locker, briefcase, backpack, or purse.

### A4. Smoking

Smoking and the use of tobacco products, including the use of vapor products, alternative nicotine products, or any other such look-alike product are prohibited in Seward Public School District buildings, grounds and property, and in school transportation. There shall be no designated smoking areas within any of the Seward Public School District buildings. Smoking and the use of tobacco products shall also be prohibited in the stands and bleachers at the football field and near the entry of school buildings. All staff members in the school building share the responsibility of adhering to and enforcing the non-smoking policy.

### A5. Activity Calendar

The school master calendar is located in the high school assistant principal's office. All faculty in any building and activity sponsors must schedule events on this calendar. Schedule any and all activities through his/her office far enough in advance that adequate planning can be done. Please check with your building principal about the event and the principal will approve and direct that the event be placed on the calendar. No faculty members are to directly place, or request that a secretary place, any events on the master calendar. All activity requests involving students must be made through the assistant principal.

#### A6. Mail & Bulletins

Each teacher will have a mailbox. Please check your mail on arrival and departure from school. Mailboxes should be cleared daily. Mail is picked up at approximately 1:00 p.m. each day and delivered at approximately 2:30 p.m. to the other buildings. The common practice in school procedure of informing teachers of school routine and information will be done through memos via email, bulletins from the principal's office, or via the intercom. Please make it a daily practice to check your email. 'Checking' e-mail messages should be done at appropriate times of the day so as not to take away from valuable instructional time.

#### A7. Newspaper Coverage/Media Contact

Teachers in charge of organizations and activities will be responsible for getting the news to the editor of the Seward Independent. The school district administration shall provide information or contact the news media in cases of crisis, emergency, or other issues of interest other than activities, social, and special programs or events. All news media should be directed to the Superintendent's Office. The superintendent or his/her designee shall issue press releases and arrange interviews. All staff members are expected to be helpful and courteous at all times to the news media, but must refer all questions to the superintendent or his/her designee.

#### A8. Daily Record Books/PowerSchool

Grade reports are to be turned in at the close of the school year. Each teacher must keep daily attendance, tardiness, grades, and achievement of every student in a grade book/PowerSchool as directed by their building administrator. Teachers are expected to maintain the information required for Power School in a timely manner. These records must be kept current and include the minimum information in a readily understandable format:

- Names and assigned student numbers for all students enrolled in class at the beginning of the semester. The name and date of entry for each student who enrolls after the semester opens. The date of withdrawal for each student who withdraws prior to the close of the semester.
- A complete record of the attendance of each student enrolled showing: days on which the student was tardy, days on which the student was absent, with a differentiation between excused and unexcused absences.
- A complete report of all grades for each student.

Information relating to students should not be allowed to be seen by other students, parents, or others not authorized to have access.

#### A9. Reporting of Child Abuse

Refer to Board Policy 4050--Reporting Child Abuse or Neglect

Because of their daily contact with school-age children, educators and other school employees are in a unique position to identify abused and/or neglected children. Nebraska law defines child abuse or neglect as knowingly, intentionally, or negligently causing or permitting a minor child to be (1) placed in a situation that endangers his or her life or physical or mental health; (2) cruelly confined or cruelly punished; (3) deprived of necessary food, clothing, shelter or care; (4) left unattended in a motor vehicle, if such child is six years of age or younger; (5) sexually abused; or (6) sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films, or depictions.

Reporting Procedure. School employees who have reasonable cause to believe that a child has been subjected to child abuse or neglect or observe a child being subjected to conditions or circumstances which reasonably would result in child abuse or neglect will report the suspected abuse or neglect according to the following procedure.

1. Any school employee who has reasonable cause to believe that a child has been abused or neglected shall report the suspicion to the building principal immediately. Employees shall also personally report or cause a report to be made to local law enforcement or to the Department of Health and Human Services.
2. When the principal makes a report of suspected child abuse or neglect, he/she shall inform the employee(s) who made the initial report.
3. Nothing in the paragraph above shall hinder a school employee from fulfilling his/her/their obligation to report suspected abuse or neglect if he, she or they have reasonable cause to believe that a child has been abused or neglected.
4. Any doubt or question in reporting such cases shall be resolved in the favor of reporting the suspected abuse or neglect. Consultation between the administrator and school employee is encouraged, keeping in mind that prompt reporting is essential.

**Contents of the Report.** The report to authorities shall contain the following information to the extent it is available: (1) name and position of reporting person; (2) name, address, and age of abused or neglected person; (3) address of the person or persons having custody of the abused or neglected person; (4) the nature and extent of the abuse or neglect, or the conditions and circumstances which would reasonably result in such abuse or neglect; and (5) any other information that may be useful in establishing the identity of the persons involved and cause of the abuse or neglect.

**Legal Immunity.** Nebraska statutes give legal immunity from any civil or criminal liability to any person who makes a good faith report of child abuse or neglect or participates in a judicial proceeding resulting from such a report.

#### A10. Activity Passes and ID Badges

ID badges will be provided. Faculty are required to have their ID badges visible around their neck on a lanyard or clipped to their shirts and employees are to show their card at all events they attend.

Teachers' spouses may earn an activity pass if they sign up, and take tickets (admission) at one home athletic event. This ID badge admits the bearer only to admission for home athletic events – not other family members. As per conference rule, this ID badge serves as the conference pass but will admit the bearer only. This pass is non-transferable.

#### A11. Lesson Plans

Teachers are expected to prepare lesson plans, which cover at least three days of advance instruction. Each building principal will explain the expected process at their first faculty meeting of the year. Appropriate lesson plans and substitute materials (class rosters, etc.) should always be in place in case of leave absence from work or illness. These lesson plans should enable the substitute teacher to implement the instructional objectives and continue with classroom activities and progress.

#### A12. Fund Raising

Many school and school-related groups and organizations desire to raise funds to support their organizations. There can be an overwhelming amount of requests for a community to support. The administration tries to balance the requests and be as fair as possible to the various associations. Before any class, school organization, or outside school-related group may conduct a fund-raising project, they must receive approval from the administration. All fund raising requests will be made in writing to the building principal and superintendent for approval, approval of which will also be given in writing. At the completion of the fund-raiser, a financial summary must be submitted to the building principal (See Appendix for forms).

#### A13. Inclement Weather/Emergency Conditions

The first concern of the administration during bad weather is the safety of the students and staff. If school is cancelled or delayed, the announcement will be made via Bluejay Alerts, radio and TV stations. When a delay is announced, please continue to listen for any changes that may occur if the weather worsens. All teachers shall register with the Bluejay Alerts notification system to receive weather related announcements.

On days when school is cancelled due to bad weather, teachers are not expected to be in school unless they choose to be; although when a duty day is cancelled due to weather conditions, such days will not be credited as a contract day. Make up days have been built into the yearly calendar that will allow all certificated staff to perform the total contract days. However, when school has been delayed one or two hours, teachers should plan to keep regular school hours if safe travel allows them to do so. If school is closed during the day, teachers will be responsible for remaining with students until all students have safely left school or the administration has made arrangements for remaining students.

If school is being held and parents/guardians feel strongly that they do not want their child/children to attend school, they are asked to keep them home. These students will be counted absent, but will be allowed to make up any school work without penalty within a reasonable time frame allowed for any legitimate absence.

Emergency Conditions: Seward school buildings have signals which, when activated, include the necessity to either evacuate the school building or move to safer areas of the building. All regular drills are held as required by law through the school year. **School officials are not permitted to release students from the school building during a tornado warning.** In the event of a tornado warning, implement the school's established safety procedures.

#### A14. Library and Computer Lab Use

Teachers are encouraged to access the library and computer labs with their students. However, teachers are to be present and are to monitor students for appropriate use of these areas. When library assignments are made by teachers, make sure the media specialist knows in advance what students are expected to do. Teachers are not to send a group of students or a whole class to the media center without first clearing it with the media specialist. Teachers who make arrangements for classes to go to the media center are to accompany those classes and remain in the media center to supervise them while they are there.

#### A15. Room Appearance & Care of Room

Nails or tacks are not to be driven into walls or woodwork for hanging pictures, etc., and use of materials that will remove paint or damage walls is prohibited. Use only bulletin boards on which to fasten items. If an item needs to be fastened on the wall, please file a maintenance request. Before leaving each day, and especially at night or on weekends:

- 1) Close any windows in your room.
- 2) Turn out the lights.
- 3) Lock your doors.
- 4) Teachers leaving the building after evening custodial hours will observe to see that entrance doors are closed and locked. The teacher is responsible for turning of lights and checking any entrance doors that students may have used. Report any discrepancies to the office, or night custodian.

All orders from teachers in regard to maintenance or cleaning shall be made through the building principals. Teachers are responsible for school-owned equipment that they use, or keep in their rooms. Maintenance or repair needs of audio-visual equipment should be reported to the library. Other needs should be reported to the principal.

\*\*\*\*Note: Burning of candles is not allowed in school buildings, per order of the fire marshal.

#### A16. School Assemblies

All teachers are expected to attend assemblies when classes have been dismissed for such a purpose, and to sit with and supervise the class or students they accompany to the assembly.

#### A17. Visitors & Salespersons in the Buildings

All visitors are to report to the office when entering the building and obtain a visitor badge. Teachers are directed to request any individuals noted in the building without a pass to report to the office, including students who are not currently enrolled in that building. Please confront them and refer them to the office, escort them out of the building, or alert an administrator for assistance.

Salespersons will not be permitted to solicit students or teachers during their instructional time during school hours. All such people are to report to the office and receive a visitor pass. Athletic and fund-raising salespersons may contact teachers during a teacher's planning time.

#### A18. Church Night & Sunday

It is board policy that every Wednesday, during the school year, will be left free for church activities. School activities will be scheduled only in cases beyond our control (such as NSAA scheduled activities), and this will be cleared through the office. There will be no meetings, activities, practices, etc., scheduled on Sunday, including summer activities, unless the superintendent gives approval. (See Appendix for forms).

#### A19. Textbooks

Teachers will document checkout and condition of textbooks to students, documenting an assigned number. This should be compared with the condition of the text when students turn in books at the end of the year. Teachers should inform students that they will be assessed fines for lost or damaged textbooks, and teachers are responsible for turning in that information to the office.

#### A20. Testing

The guidance department maintains a regular testing schedule for all students in the school district. These tests sometimes require interruption of classes. When this is necessary, the counselor will provide adequate notice to the teaching staff. He/she may also request assistance from the teachers in administering the tests.

#### A21. Health Services/Injuries

Teachers are not allowed to give medication to students unless they have been trained per statute regarding the Medication Aid Act. Students who are taking medication during the school day will need to have a signed parental/guardian release form in the office. Teachers will be made aware as needed of students who may have medical self-management plans.

Long-term prescriptions: Prior to the administration of any medicine which is to be taken by child for a period longer than two weeks, written permission of both the parent/guardian and the child's physician must be on file in the office.

Short-term prescriptions: Prior to the administration of any medicine which is to be taken by a child for a period of time less than two weeks, the written permission of the parent/guardian must be obtained. Short-term medication will usually include medicine such as antibiotics, eye drops, etc.

#### Safeguards for storage:

1. Medicines, which are administered under the supervision of the school, will be stored in the school office.
2. Except for emergency situations, only the school principal or his designate (office personnel) will administer or supervise the administration of medicine.
3. The medicine will be brought to school in a container with a pharmaceutical label, which must state the student's name, prescription, dosage and manner of administration.
4. Medical procedures are not to be administered in the classroom, except in accordance with the District's Emergency Protocol Plans.

The activities of the health program are implemented by school district nursing staff who are part of the education team in the identification, evaluation, and the provision for the individual health needs of all students. School health services are intended to support, not substitute for, the health care, which should be provided by the parents/guardians. Communications between parents/guardians and the school regarding a student's health is very important and beneficial. Please inform the office of any new health related problems that occur during the school year.

### REPORTING INJURIES/ACCIDENTS

Every accident that results in a personal injury must be reported to the principal immediately. The nurse or principal has a form that may be used to report accidents, and the teacher must file a written report. This information is needed in completing insurance forms and in case of a lawsuit.

In the course of the school year, it is very possible that one of our students will require the rescue squad. Please use discretion when referring students to this service. If such an emergency arises, these are the procedures:

1. Notify the office immediately, (By intercom if one is available or by messenger if you are outside.) In order for the school nurse to respond, the name of the student and nature of the injury must be received with your call.
2. The teacher should render what aid possible, commensurate with the situation, i.e., severe bleeding, seizures, etc. DO NOT move student.
3. The rescue squad number is 911. Be sure to give the location of the student.

### STUDENT INJURIES

The primary responsibility for medical treatment of the student rests with his/her parent or guardian. Emergency treatment of the student may be required while in attendance at school or school functions.

Except for such emergency situations, no student shall be referred by a member of the professional staff to a specific physician, para-medic, physician's assistant, therapist, athletic trainer, or other medical personnel outside the school system. In those situations where physical or emotional dysfunctions appear to exist, the professional staff member may suggest to the parent or guardian that medical attention be considered. The ultimate decision to seek medical attention, and choice of physician or medical personnel, is the responsibility of the parent or guardian.

When a student's physical or emotional condition appears to interfere with the student's ability to participate in athletic or other school activities, a professional staff member may refuse such participation until the matter is brought to the attention of the student's parent/guardian. Prior to participating in school functions suitable assurance shall be provided by the parent/guardian or the student's doctor that the student is medically capable.

The parent/guardian shall have the final approval on a student's ability to return to school activities and athletic events following an illness or injuries. The student shall not be encouraged to participate in school activities following an injury or illness over the objection of parent/guardian.

#### A22. Paraprofessionals

Paraprofessionals provide valuable assistance in the educational process and allow teachers to carry out their responsibilities in a more efficient and effective manner. A paraprofessional, however, must not assume teaching responsibilities. Paras may assist the teacher by assisting with instructional activities under the direction of the teacher. Teaching responsibilities must be met by a teacher and cannot be delegated to a para. The teacher must function in a leadership role and the para in a supportive role.

In academic situations a para must operate under the continuous supervision of a teacher. The teacher must control the classroom environment. A para may not operate an instructional station alone, except for brief periods of time. In nonacademic situations, paras may be assigned to supervise non-teaching activities. Nonacademic activities would include supervision of playgrounds, bus loading stations,

cafeterias and study halls.

Paraprofessionals whose assistance is needed to help supervise students will attend assemblies. This generally is limited to helping supervise preschool, kindergarten and certain special education students. The teacher in charge of these students will make the decision regarding whether or not a paraprofessional's assistance is needed. All other assignments to attend an assembly will be made by the principal. In the event a paraprofessional wishes to attend an assembly on her own time, she may do so with prior administrative approval. Paras are to work only on their assigned workdays and within their assigned workday -- they will work only on days when students attend school unless special permission is granted. Teachers are directly responsible for formal evaluation of paraprofessional staff.

#### A23. Student Aides

Student aides are to be directly supervised by the teacher and are not to leave the building or be in the halls or anywhere they are not being supervised. Student aides are not to be used to assist the teacher by helping supervise another student, grade tests or class work, calculate student grades, or record grades. Keys are never to be given to students, whether they are aides or not. A student aide should not be present and assisting a teacher without another adult present after the end of regular teacher duty hours.

#### A24. Managing Student Conduct

Discipline is everyone's responsibility. It begins with the student being responsible for his/her own behavior and understanding the consequences it may cause. The teacher is responsible for articulating classroom expectations at the beginning of the school year, implementing the classroom expectations consistently, posting the expectations, teaching the expected behaviors, and being familiar with the student handbook and the behavioral expectations and plan for the building(s) in which they teach.

All staff are responsible for all students in the hallways, in the restrooms, at assemblies, pep rallies, and during lunch and on the school grounds.

#### A25. Copyright

It is the school's policy to follow federal copyright law. The federal copyright law governs the reproduction of works of authorship.

#### A26. Safety & Crisis Plans

The District has established a Safety and Security Management Plan that includes safety and security plans and procedures to address emergency and crisis situations. Teachers are expected to be familiar with and to comply with the Safety and Security Plan and place their copies in the classroom as directed. A Crisis Response Team has been organized for the Seward Public Schools. A crisis will be defined as: a) the death of a student and/or staff member, and b) catastrophic event involving students or staff. The objective of the crisis response team will be as follows:

1. To provide an organized procedure to use, should such an event occur involving a student or member of the staff.
2. To maintain a safe environment for students and staff.
3. To provide support for those directly involved.
4. To meet the special needs of individual students by working with parents/guardians, school staff, and specialists.
5. To identify students at risk, and in case of suicide, attempt to prevent imitation of suicide by others.
6. To communicate with staff, students, parents/guardians, and the public through the most effective practical methods.
7. To prevent escalation of rumors.

8. To continue effective instruction and to carry out established routines, rules, and regulations within school buildings.

#### A27. School Transportation/Use of Personal Vehicles

Staff who need school transportation should complete a transportation request and give it to the principal for approval. The principal will then contact the district office. The principal must sign the request form before it is sent to the district office. Fuel for the vehicles is to be obtained at the bus barn.

None of these vehicles may be used for any purpose other than school business, and all must be reserved ahead of time through the principal. Staff cannot be reimbursed for mileage on their own car if a school vehicle was available for use. If a vehicle is not available, teachers will be reimbursed at a rate of **\$.33** per mile.

Teachers who drive school vehicles are responsible for following safe driving practices, including the use of seat belts by all occupants, and are responsible for any injury or accident. Teachers should refrain from using cell phones while driving a school vehicle or transporting students.

#### A28. Lines of Communication

Staff should follow the “lines of communication” or “chain of command,” particularly in regard to concerns, complaints, and grievances. Please be aware that in filing a grievance, one must proceed through proper channels. In the case of faculty members, any grievance is presented first to your building principal. It is imperative that the above procedure be followed. See the negotiated agreement for a detailed explanation of the formal grievance process. A chart delineating the lines of communication is available at the end of this handbook.

#### A 29. Faculty Meetings

Faculty meetings will be held periodically throughout the year. Agendas may be distributed prior to the faculty meetings. Some of the meetings will be used for curriculum and school improvement discussions. Please visit with the principal if there is something that needs to be discussed. Attendance is required.

#### A30. Field Trips

Teachers are asked to complete a field trip request form each time students are taken from classes to visit in-district or out-of-district situations. No field trips should be scheduled the first two weeks of school or the last two weeks of school. This does not include NSAA trips.

#### A31. Selling at Games

Teachers and volunteers will be selling tickets at games with signup sheets made available at the beginning of the year. If it should occur that someone is needed to sell tickets at games, a teacher may be assigned to sell. Tickets will be sold until after half-time (or the equivalent) of varsity contests. Gate receipts are then turned over to the high school or middle school principal for deposit. Clock Operators, Ticket Sellers, Monitors and Scorekeepers will be paid .0009 of the base salary, per activity. The rate will be rounded down to the nearest \$5.00 increment.

#### A32. Seward Foundation

Teachers and administrators are encouraged to submit applications to the Seward Foundation. The Foundation has application deadlines each year – April 1 and October 1.

To avoid unnecessary grant proposal paperwork on the part of those wishing to make application for funds, the Board of Education along with the school administrators, will screen potential proposals prior to April 1 and October 1.

All potential proposals should be submitted to the respective building administrator by December 1 or July 1. This first proposal should be in written form. It should briefly outline the nature of the proposed activity

and its total cost. It will be reviewed by the Board of Education at their February or August meeting. At that time the Board of Education will give their approval to the grant(s) that they would like to see proposed to the Foundation Committee. Following the Board meeting the Foundation application forms will be given to the person wishing to make application for funds.

#### A33. Teacher Requests to Civic Groups

Teachers wishing to approach a civic group to request materials or equipment needed for their classrooms should first clear this request with the principal. This not only makes the principal aware of the request, but provides the opportunity for questions concerning the nature of the request. You are encouraged to give presentations about your programs to civic clubs using student presenters.

#### A34. Grants

Teachers are encouraged to write grants to help finance their curriculum and program needs (with approval from their building principal and the district office). Teachers are asked to request and complete a Grant Application form whenever they do apply for grant dollars from the business manager. This helps the Business Manager organize the different funds.

#### A35. Student Teachers/Student Assistants

If teachers are interested in having a student teacher, please see the building principal. Any student assigned must be approved by the teacher and the building principal. The teacher is to have only one student teacher during the year.

If the teacher desires a student assistant (mostly from Concordia University), there will be forms available to request such an assistant. If a teacher is asked to take an assistant and does not desire to do so, this is the teacher's own decision. However, should the teacher accept an assistant, he/she must be sure that he/she defines clearly and distinctly the expectations of the assistant.

Assistant request forms may be picked up in the office. Return the form to the office to be forwarded to Concordia University.

#### A36. Board Meeting Agenda

A teacher may request that an item be placed on a school board meeting agenda. The teacher will need to complete the form and obtain the principal's signature and send it to the superintendent's office by the Wednesday prior to the Monday board meeting. Forms are located in the Appendices Section.

#### A37. School Security

The Seward School District uses electronic surveillance equipment to monitor the premises for the purposes of: employee and student safety and security; prevention and detection of crime; and the apprehension and prosecution of offenders.

#### A38. Videos

Movies/Videos shown in class should be related to the class curriculum. Any teacher showing a movie with a motion picture rating other than "G" should have prior approval from the building principal.

#### A39. Covering Class During Prep Time

Teachers who are asked to cover another teacher's class during his or her prep time, may submit a time card requesting pay for time at substitute teacher pay rates (time cards shall not be submitted unless the amount of prep time spent covering class exceeds 30 minutes).

#### A40. Classroom Displays

Teachers should only use good discretion when displaying items on their classroom walls, hallways, etc. Displays with inappropriate language or pictures of partially clothed people should not be displayed. As a general rule, if students are not allowed to wear something due to language or because it is too distracting, then teachers should not display anything similar in their classrooms or hallways.

At no time should displays or decorations be hung from, or placed on, the hallway or classroom ceilings as they block the flow of the fire suppression sprinklers if there is a fire.

## **STAFF GUIDELINES**

### **B1. Professionalism**

Seward Public School District employees are expected to adhere to the professional ethics standards established by the Nebraska Department of Education.

We consider our staff to be true “professionals” who have dedicated their careers to helping young people. Though it may be human nature to dwell on the negative things that occur in life and to complain about work, please try to be positive and keep a positive attitude about work and school.

It is important for teachers to maintain an effective working relationship with the administration and all co-workers, including other teachers and support staff. Teachers are also to maintain appropriate relationships with students. Appropriate relationships are established by extending social courtesies, following through on commitments and promises, complying with administrative directives and Board policies, being honest and consistent, and not intruding on personal matters outside the scope of duties or gossiping and spreading rumors about others.

We should be mindful of not making critical comments concerning students, parents/guardians, patrons, or other employees as it reflects poorly on all of us, and typically finds its way back to those in question and can create hurt and/or hard feelings. If a concern or conflict does arise, let’s try to address them in a professional manner.

Employees are expected to maintain a high degree of professionalism, as their actions and conduct reflect upon the district and the public views them as role models. It is important for staff to project a professional image to students, parents/guardian, district patrons, and co-workers. There is a strong feeling that there is a relationship between respect for educators from students and the public and being dressed and groomed in a professional manner. Blue jeans, tennis shoes, t-shirts, flip flops and other casual attire are not generally appropriate for school. The building principal may designate some “dress down” or “Bluejay” days within their building.

No Surprises – If our staff anticipates a problem that could involve any of the administrators, or one that may make it to their office, inform them. It is easier to provide support when administrators are aware of the situation. Administrators will do their best to make that a two-way street.

### **B2. Public Relations**

As an educator, you are a representative of the school at all times. The public forms its opinion of the school system through you. All educators should strive to conduct themselves as to cast a favorable reflection upon the school and our staff and students. The school is extremely important to our community. The administration will work to keep its employees as informed on all school matters as possible. However, topics that are solely of school business should be kept this way and not discussed with others outside of the school. Remember, your comments about the school system also reflect upon you.

Teachers are reminded to make visitors and substitutes feel welcome. Do all that is possible to give help and directions in a friendly manner. Using community resource people from our district is a very positive public relations tool. Teachers are encouraged to bring people into their classrooms as much as possible. Teachers are a very important element in our public relation efforts in our school district.

Positive and professional relationships with all elements in our district help build a trusting and important image for Seward Public Schools.

### B3. Responsibilities of School Employees

Nebraska State Laws do not allow school districts to accept responsibility for damage to property or injuries to individuals. Responsibility therefore, falls on the teacher or employees of the school district. This makes it absolutely essential that any school sponsored activity or use of school property is properly supervised.

These responsibilities include following the educational plans and guidelines of the district, including implementing IEP's and 504 plans. Students should be treated consistently and fairly, regardless of race, religion, gender, national or ethnic origin, or disability.

Important laws regarding your obligation to maintain confidentiality of student information and student records should be followed. **FERPA** requires the District to protect the privacy of students. Information about students should be shared only with other school staff when they need that information to perform their duties in relation to that student. The Family Educational Rights and Privacy Act (FERPA) gives parents/guardians and students over 18 years of age rights of access and confidentiality with respect to education records.

All teachers are to respect the privacy of students, certified staff, and non-certified staff. Staff members will be held responsible for releasing information deemed a property right to unauthorized people. It is inappropriate to discuss student problems or situations out in the general public with anyone other than the appropriate parent or legal guardian.

**You may not share information with anyone other than the student, parent/legal guardian, certain government officials like counselors, police officers, county attorney, etc. Non-Custodial Parents do have rights unless we have a court order taking those rights away.**

**When in doubt about FERPA issues, gather information and tell those requesting the information that you need to get clearance from your principal.**

**P/T Conferences – Be careful what you show and who you talk to. If the legal guardian or parent is at the P/T Conference and they have a grandma or grandpa with them, that would indicate permission by the parent (since they are in attendance); however, if a relative would show up on their own for P/T Conferences you should direct them to the building principal as FERPA prevents you from sharing information about students with them.**

### IDENTIFYING INFORMATION - WARDS OF COURT

4-009.28D19 Release of Photographs and Identifying Information Regarding Wards:

No photographs or slides of a Department ward or other identifying information regarding a Department ward may be released for use on posters, in presentations, press releases, newsletters, etc., without the written consent of the youth's worker and supervisory approval. In deciding whether consent will be given, the worker shall consider:

1. Legal status (if parental rights are intact, written parental consent must be obtained.);
2. the ward's opinion and wishes; and
3. use of material (for example, if child is identifiable, will it be detrimental to the child or his/her family.) If a situation is questionable, the worker shall not give consent.

### B4. Use of School Property and Equipment

The personal use of school district property is not to be considered a benefit of employment. During the school year, teachers may access the facilities outside of the school day, providing such access is for

work-related reasons. School facilities should not be accessed by employees for personal use. School equipment, materials, and supplies should not be used or taken from the school buildings for personal use. Employees shall use the school phones, postage, and fax machines for business use only, and each employee will be issued a personal code number that must be used to access long distance service. All long distance calls must pertain to school business. Employees should be as economical as possible when using the phone. Personal calls should be made with an employee's own calling card or phone credit card. Phone service to the school is taxpayer supported and is provided tax-free to tax exempt organizations such as the school district, and as such is intended for school business.

School equipment and materials will not be used for commercial purposes of individual employees. No employee shall use his position to solicit business from students or parents nor should any employee conduct personal business during school time. Teachers shall not perform duties unrelated to their employment with the district during school time, nor engage in outside employment which conflicts with school responsibilities.

The district would like to allow access for employees to Internet use and email, as personal use does not place any additional cost on the district and can be a "fringe" benefit to employees. Please follow the district guidelines for use of the Internet. However, employees should take care to use common sense and limit the use of personal email or Internet access during business hours. Remember, anything that you forward will have your address and name on it and there are statutes on the improper use of state government property. You can create a problem for yourself if inappropriate material or use is being forwarded through the use of school property (computers & service). Again, employees are not allowed to use school email or Internet access for commercial purposes or gain. Use of school technology equipment will be allowed only with approval of the building principal and must be for school related activities.

Teachers must not lose their keys and are not to loan their school keys to students or anyone else to retrieve articles or run errands, or access the building or classrooms at any time. It is the duty of all teachers to see that the furniture and equipment belonging to the district is given the best of care. Anyone abusing school property in any way should be dealt with immediately and also reported to the building administrator.

The District reserves the right to access or search school property and places where items are stored that are used by employees. Teachers should keep personal items separate. The District is not responsible for personal property that teachers bring to school and it is recommended that teachers do not bring sizeable amounts of money or valuables to school.

Property and facilities of the Seward Public Schools may be used by the public for educational purposes provided that administrative approval has been granted.

#### B5. Supervision of Students

Teachers are responsible for all students under their direction and should at all times be with them. All students must be under the direct supervision (i.e. within sight and sound) of the teacher or sponsor during class time, at recess, study hall, in the locker rooms, weight rooms, gyms, or any after school activity. Students in classrooms should not be left unattended, nor should students at practice or during any other activity be left unattended. If a necessity arises, call the office or find a replacement to cover for you while you are gone. Students are not to be sent by teachers on school directed errands away from the buildings. Any exception to this must be approved by the building principal or his/her designee.

Appropriate supervision includes supervising students while they are being transported to an activity on school transportation. Teachers are expected to enforce the bus regulations, maintain order, and are responsible for student behavior. Ensure that athletes treat opponent facilities and locker rooms appropriately. Class sponsors are responsible for their group any time they have meetings. When classes hold meetings, teachers are to meet with the class they sponsor.

#### SCHOOL DISTRICT OF SEWARD SPONSOR RESPONSIBILITIES ON ACTIVITY AND FIELD TRIPS

1. The sponsor of Activity trips/Field trips should submit a bus request at least three working

days before the trip. If at all possible bus requests for activity trips may be submitted to the Transportation Supervisor for the entire season at the beginning of the activity.

2. The sponsor shall enforce the established bus trip rules while his assigned group is riding the bus.

- (a) Stay seated while bus is in motion
- (b) Keep bus clean
- (c) Observe same conduct as in the classroom
- (d) Do not block aisle of the bus
- (e) Cooperate with the driver
- (f) Be courteous, use no profane language

3. When necessary, the sponsor should sit in the back or the middle of the bus to control unruly passengers.

4. The sponsor should alert his group when stopping at railroad crossings by calling out TRACKS and insist upon silence.

5. After the passengers leave the vehicle on returning to school, a coach or sponsor should check the vehicle for remaining equipment and possible damage. The vehicle should be cleaned.

6. Transportation of Unsafe Items: School transportation vehicles shall not transport any items, materials or equipment which in any way would endanger the lives, health, or safety of the passengers and driver. In addition, any item or items which would break or could produce injury if tossed about the inside of the school transportation vehicle should be properly secured. (State Law) Items should be carefully stored out of the aisle and in the overhead luggage rack.

7. Students may not eat or drink on activity trips or field trips unless the driver gives permission. Bottles will not be tolerated because of glass breakage. All trash must be picked up and brought to the front of the bus and deposited in the trash container. Sponsors should see that this is done.

8. Any damage received to a vehicle will be assessed to either an individual or to the organization.

9. In the event of bad weather, the sponsor, bus driver, and/or coaches should determine whether or not to continue to an activity or to return.

10. After reaching the destination vehicles will be locked. If students need to come back to the vehicle for any reason after the vehicle has reached its destination, contact must be made with the driver. The driver will stay in the area of the activity. If the driver needs to leave the area, he/she will inform the coaches and/or sponsor where he/she can be reached.

11. The activity trip/field trip should be made using the shortest and safest route. The bus driver shall always be notified of any deviation from the requested trip.

12. Communication is the key word for an efficient activity trip/field trip. The sponsor should communicate a departure time and approximate return time.

13. If a bus or van becomes unsafe because of faulty equipment, the safety of the passengers is of utmost importance. Other schools will always cooperate in times of emergencies and vehicles should not be driven if the situation is unsafe.

14. Capacity for all vans is 10, plus the driver. (Effective August 1998)

Students should be provided with proper instruction when undertaking activities that could result in an injury. Note in lesson plans when safety issues are addressed with students and bring students who are absent during that phase of instruction up-to-date upon their return. If you are supervising when an accident occurs, be certain that you notify the principal of the accident and fill out an accident report.

Alert the office if any safety hazards come to your attention. Contact the office for assistance if a situation warrants it, especially if there is a chance of injury or danger to students; such as a health emergency, fighting, or the presence of weapons or other illegal items.

If school is dismissed early due to inclement weather, teachers are expected to remain with students until arrangements have been made for all students to safely leave or be transported from school.

Corporal punishment is prohibited by State Law and by the Seward Public School District.

B6. Teaching Certificates

All teachers must have their teaching certificate registered with the Superintendent of Schools. All new teachers and first year teachers must have their certificate on file before they may begin work or receive a paycheck.

#### B7. Payroll

All paychecks for certificated staff will be direct deposited on the 15<sup>th</sup> of the month, with the first check of the contract year issued on the 15<sup>th</sup> of September. If the 15<sup>th</sup> falls on a holiday or weekend, the deposit will be made on the business day before. All classified staff will be paid every two weeks and payday is every other Thursday. Seward Public Schools will pay the same amount for ticket taking, keeping books, line judging, and scoreboard to classified staff members as certified staff members according to the teacher-negotiated agreement. Classified staff hourly rate for the 24-25 school year will not exceed the teacher-negotiated agreement of \$30 per event. Each event is roughly an hour and a half to two hours. Please put the number of hours on your time card per event. For example, if you do line judging for volleyball for three events your hours would roughly be four and a half hours for the evening and you would receive \$90 for the three events. Please let Heidi know if you have any questions.

Certificated Staff Salary and benefits are paid according to the employee's contract and the negotiated agreement. Payroll deductions will be made as per the negotiated agreement and in accordance with the law. Classified Staff pay is determined by years of experience and the classified staff salary schedule.

According to Nebraska law, all staff between the ages of 21 and 65 must participate in the state retirement program if you work four or more hours a day. Please submit your retirement number to the business manager of the district. Teachers must also participate in the social security program. Please notify the business manager of your social security number and number of exemptions.

#### B8. Assignment & Transfer

Each employee of the district shall be assigned to a specific position at the direction of the Superintendent of Schools and may be transferred to any other position as the superintendent may direct. This applies to extra duty assignments, as well. The extra-curricular program of the school district is an integral part of the overall educational program of the school district. As such, a teacher shall not reasonably refuse to accept such extra-duty assignments. Performance in an extra duty appointment is part of the performance evaluation in the District.

Transfers may be made at the initiative of the superintendent or at the request of the employee and for the purpose that, in the judgment of the superintendent, is for the welfare of the employee or the school.

#### B9. Communications

Communication between members of our staff is essential. It is important that we support and encourage each other on a daily basis. It is also important that we keep each other informed about upcoming events, student issues, etc. In all matters of communication between members of the staff, short emails with the dates, times, and topics are advisable. Never assume that a verbal message was delivered accurately; and, never assume that another individual will remember a message that was briefly shared while passing in the hallway. Verbal transfers are often inaccurate, misinterpreted, and/or forgotten. "Don't say it...write it!"

When a concern with another staff member arises, it is important to remember the proper steps for solution. Go directly to the other staff member to discuss the concern and possible solutions. Inappropriate discussions or negative topics should not be discussed in the lounge as this can only make things worse. It is important to remember the need to maintain effective and appropriate working relationships with other staff and administrators. We are here to provide a solid educational foundation for all of our students. We are here to support each other professionally and personally.

#### B10. Committee Appointments

Faculty committees will be appointed as the need arises by the building principal or superintendent.

#### B11. Duty Hours

Regular, dependable attendance at work is an essential function of a teacher's employment position. The Board of Education recognizes that teachers' responsibilities to their students and their profession generally involve the commitment of time beyond the normal working day, but also recognizes that teachers and other educational professionals are entitled to regular time and work schedules on which they can rely in the ordinary course of events and which will be fairly and evenly maintained to the extent possible throughout the school system. A typical workday is from 8:00 a.m. to 4:00 p.m. Teachers may be able to leave earlier on Friday. Supervision of activities typically requires hours outside of the scheduled workday. Each certificated staff member shall be expected to be on duty before and after regular school hours to plan and carry out his/her individual professional responsibilities, including meeting with parents/guardians, students, administrators, and faculty as needed.

The school day of the Seward Public School District shall be arranged, scheduled and maintained by the administration within the limitations of state statute. Teachers are to be in their classrooms or at assigned hallway supervision by 8:00 a.m. and whenever students are present in their classroom. This supervision schedule may vary slightly (a few minutes either way) by building, to meet the particular needs of that building. Variations to these procedures are at the discretion of the building principal.

Classified staff hours are dependent upon the job and the hours set by their supervisor

#### B12. Absence from Work

Teacher availability to students is a high priority in our school district, therefore teachers may not be absent from the building during contract hours, except by permission of a building administrator. If an occasion arises when a teacher must leave the building, he/she must sign out/in on the form in the school office and sign in upon return. The purpose of this is that it will not be necessary to call or search the building for you if you have a visitor or phone call during the time you are out. Any time a teacher is gone more than 15 minutes, a leave request form must be filled out and given to the assistant principal. Coaches and sponsors should let the office know when you are leaving early for a scheduled event. Any staff members wishing to attend a school related activity may do so after the regular student dismissal time, by first receiving permission from their building principal. Professional development days and other school related meetings take precedence over this procedure. Any variation to this procedure is at the discretion of the building principal.

Teachers are provided with leave per the negotiated agreement. Leave requests shall be submitted using the online Google Forms and timelines should be followed for leave requests. Leave provided by the District should be used for the purpose intended. Abuse of leave affects students, other staff, and the entire District and will not be allowed. In an emergency, if you need to arrive late or leave early, please notify the principal; or, if the principal is not available, please inform the office staff.

Classified staff will submit leave requests using the online Google Form or in some cases report directly to their supervisor if going to be absent.

For medical situations that provide time for notice of leave, staff should submit those requests as soon as possible.

In case of illness, a teacher is to follow the guidelines for when and who to notify that are established by each building principal. Teachers may be asked to cover a class for another teacher that needs to be absent. A substitute is expected to assume all responsibilities and duties of the teacher. When the teacher returns, a summary report of what has been done by the substitute should be in the sub packet. Substitute packets are to be assembled by the second week of school and should contain the following:

1. A list of all students enrolled in each class
2. Seating charts
3. Title of textbooks used in each class and where located
4. Where lesson plan book is located

5. Class procedure sheet
6. Where attendance sheets are located
7. Home phone number
8. List of rules and regulations of each class
9. Additional items as specified by building principals

Unless the teacher has indicated that he/she will be absent for a specific length of time, keep the office advised from day to day. Teachers who are called to jury duty will notify their building administrator immediately.

#### B13. Payroll Deductions for Absence in Excess of Paid Leave

Refer to the negotiated agreement.

#### B14. Family and Medical Leave Act

The Family and Medical Leave Act Policy (FMLA) provides for 12 weeks of job-protected unpaid leave in a 12-month period to eligible employees in specified circumstances. Specifics are available on the school website under the school board link and Board Policy 4011

#### B15. Requisitions, Purchases & Central Supply

Every purchase will need a purchase order from the office. Only items that are necessary for the everyday function of a classroom will be ordered during the school year. All requisitions must be filled out on a purchase order forms from the office and approved by the building principal with their signature, and then forwarded to the superintendent's office. Any other items purchased without this authorization will be the responsibility of the employee placing the order and not the school district. Telephone orders and "charging" are not allowed and orders for preview material should follow the same procedure as that of a regular purchase. This is required in order for us to keep an accurate accounting of spending and it will be strictly enforced.

In February, staff will receive direction from the building principals to make requisitions for the following school year. Requests for new textbooks should be discussed with the building principal before being placed in the requisition folder.

Orders for supplies stored in the district office are to be processed on the supply request form available in the building offices. These should be submitted to the principal for approval before being sent to the district office.

#### B16. Inventory

All personnel will maintain current inventories and condition analysis for classroom materials and extra-curricular activities equipment used in an electronic folder. An up-to-date hard copy will be provided to the building principal within three weeks from the end of the activity, and (for classrooms) at the end of the school year upon checkout. This will include a key inventory.

#### B17. Parent/Guardian Communications

Most parents/guardians are concerned about how their children are doing in school, both academically and socially. In some cases, parent/guardian-teacher conferences may be too late to inform parents/guardians of a concern. Please make an effort to contact parents about a concern as soon as possible and whenever appropriate throughout the school year. The first time a parent/guardian hears from the teacher regarding student progress should never be when the child is already failing. Parents/guardians should be notified either by phone or with a progress report any time a student is failing or doing near failing work. Inform your building principal about these contacts so that they may be prepared if contacted by the parent or guardian.

#### B18. Accidents (On The Job)

Employees who are injured during the course of their workday must complete the prescribed accident form. If the injury is such that immediate medical attention is required, the employee or designee should notify the office at once. Worker's Compensation: Teachers are required to immediately report any work-related injury and/or work-related medical condition to their supervisor and the teacher is required to complete all appropriate paperwork.

#### B19. Personnel File

Access to an employee's personal file will be in accordance with all state and federal regulations. The request to review an employee's file should be in writing and given to an employee's supervisor. Examination of the file shall be made at a specific time, in the central office, and in the presence of the building administrator or superintendent. Contents of the file may not be removed from the premises, destroyed, or defaced except as by law. However, a written response to any item in such file may be attached and become a part of the file record.

#### B20. Professional Growth

Employees shall give evidence of professional growth every six years.

Evidence of professional growth may be demonstrated by the attendance at Professional Development Programs developed by the School District of Seward Staff Development Committee.

#### B21. Outside Employment

Employment by the Seward School District is considered the primary and predominant occupation for certified teachers, administrators, and full-time classified employees. Certified staff shall not perform duties unrelated to District employment during duty hours. In addition, teachers shall not engage in employment which conflicts with their school duties.

This does not mean, however, that employees may not engage in other occupational, business, political, community, or social activities, provided: that such activities do not interfere with the complete and successful discharge of the duties of school district employment, according to the terms of the employee's contract and as determined by the superintendent.

#### B22. Salary Schedule Advancement

Complete official transcripts of all graduate hours earned which are pertinent to the teaching placement on the salary schedule should be on file in the superintendent's office. Teachers should document their intentions of summer school hours in May prior to the beginning of classes. Failure to document hours may result in the non-approval of such hours. Copies of transcripts demonstrating completion of hours for movement must be in the superintendent's office by September 1<sup>st</sup> of the year in order to be paid for movement on the schedule.

A single form is used to both request approval of classes for advancement and for approval of movement on the salary schedule. Use the top part of the form to receive approval for classes – if approved the signed form will be sent back to you. When classes are completed, submit the same form with the bottom part filled out requesting schedule movement. Forms are located in the Appendices on this website.

#### B23. Employment

A teacher is employed by the Seward Public School District when the teacher signs the Teacher Contract and the Board of Education approves such contract of employment. The teacher's employment continues absent action by the administration and the Board of Education to non-renew, terminate, amend, or cancel the teacher's employment contract with the school district, or action by the Board of Education to accept a resignation of employment.

If by March 15 of each school year, a teacher has not received written notice of non-renewal, termination, amendment, or cancellation of a contract, then he/she is considered contracted for the following school year according to continuing contract provisions in state law.

Should a teacher wish to resign from employment, the teacher should give written notice of resignation to the Superintendent. The request to resign will be acted upon by the Board of Education. Mid-year resignations and resignations given late in the spring for the following school year can present significant planning problems for the District. If a mid-year resignation is submitted, or a resignation for the following school year is submitted after March 15 or after the teacher has signified acceptance of employment for the next school year, the Board of Education may act to not accept the resignation. The District will enforce the continuing contract of teachers accepting employment for the next school year under the provisions of Nebraska Revised Statute 79-820

#### B24. Jury Duty

A teacher who is summoned for jury service shall promptly notify the principal of such summons. The teacher's salary will continue during the time spent in jury service, and no deduction of leave time shall occur, except that the District may reduce the pay by an amount equal to any compensation, other than expenses, paid by the court for jury duty. Teachers are to notify the business manager of the amount received for such jury duty. If a teacher, upon reporting for jury duty in the morning is dismissed from jury duty for the remainder of the day, the teacher is to report for duty and resume duties for the balance of the day. When a teacher is entirely dismissed from jury duty, the teacher is directed to report for duty and the substitute will be dismissed.

Teachers are expected to promptly notify the principal of any other form of legal summons which may require an absence from duty. In the event the summons involves a school-related matter, the matter shall be treated similar to a jury duty absence. In the event the summons involves a personal matter, the teacher will be required to use available leave days.

#### B25. Contract Days

Teachers are contracted for 186 days, otherwise known as the "contract year." With the exception of unforeseen circumstances, the contract year will typically include:

- a. Each school building will have a specified number of student contact days.
- b. The remaining contract days will be used for professional development, planning, and parent teacher conferences.
- c. Only in rare instances will teachers be allowed to take personal leave during scheduled professional development activities, elementary planning days and/or parent teacher conferences.

#### B26. Activity Accounts/Fund Raising

Guidelines for activity accounts, coaching clinics and camps, and fund raising are found in the Appendices.

#### B27. Professional Development

Guidelines for Staff Development Funding procedures and request for funds found in the Appendices.

#### B28. Safety Plans

All teachers must review the Seward Public Schools Safety Plan regularly and be prepared to implement and follow procedures within that plan at all times.

## **C. SIGNIFICANT POLICY & OTHER HELPFUL INFORMATION**

**4012**

### **Staff Internet and Computer Use**

Internet access is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching and learning skills. The following procedures and guidelines are intended to ensure appropriate use of the Internet at the school by the district's faculty and staff. Staff should also refer to the district's policy on Staff and District Social Media Use.

#### **I. Staff Expectations in Use of the Internet**

##### **A. Acceptable Use While on Duty or on School Property**

**1. Staff shall be restricted to use the Internet to conduct research for instructional purposes.**

**2. Staff may use the Internet for school-related e-mail communication with fellow educators, students, parents, and patrons.**

**3. Staff may use the Internet in any other way which serves a legitimate educational purpose and that is consistent with district policy and good professional judgment.**

**4. Teachers should integrate the use of electronic resources into the classroom. As the quality and integrity of content on the Internet is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter on the Internet.**

##### **B. Unacceptable Use While on Duty or on School Property**

**1. Staff shall not access obscene or pornographic material.**

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

**3. Staff shall not use school computers or district internet access to use peer-to-peer sharing systems such as BitTorrent, or participate in any activity which interferes with the staff member's ability to perform their assigned duties.**

**4. The only political advocacy allowed by staff on school computers or district internet access is that which is permitted by the Political Accountability and Disclosure Act and complies with district policy.**

**5. Staff shall not share their passwords with anyone, including students, volunteers or fellow employees.**

#### **II. School Affiliated Websites**

Staff must obtain the permission of the administration prior to creating or publishing any school-affiliated web page which represents itself to be school-related, or which could be reasonably understood to be school-related. This includes any website which identifies the school district by name or which uses the school's mascot name or image.

Staff must provide administrators with the username and password for all school-affiliated web pages and must only publish content appropriate for the school setting. Staff must also comply

with all board policies in their school-affiliated websites and must comply with the board's policy on professional boundaries between staff and students at all times and in all contexts.

Publication of student work or personality-identifiable student information on the Internet may violate the Federal Education Records Privacy Act. Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information on the Internet.

### **III.Enforcement**

#### **A.Methods of Enforcement**

The district owns the computer system and monitors e-mail and Internet communications, Internet usage, and patterns of Internet usage. Staff members have no right of privacy in any electronic communications or files, which are stored or accessed on or using school property and these are subject to search and inspection at any time.

1.The district uses a technology protection measure that blocks access to some sites that are not in accordance with the district's policy. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.

2.Due to the nature of technology, the filter may sometimes block pages that are appropriate for staff research. The system administrator may override the technology protection measures that blocks or filters Internet access for staff access to a site with legitimate educational value that is wrongly blocked.

3.The district will monitor staff use of the Internet by monitoring Internet use history to ensure enforcement of this policy.

**B.Any violation of school policy and rules may result in that staff member facing:**

1.Discharge from employment or such other discipline as the administration and/or the board deem appropriate;

2.The filing of a complaint with the Commissioner of Education alleging unprofessional conduct by a certified staff member;

3.When appropriate, the involvement of law enforcement agencies in investigating and prosecuting wrongdoing.

### **IV. Off-Duty Personal Use**

School employees may use the internet, school computers, and other school technology while not on duty for personal use as long as such use is (1) consistent with other district policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education "Rule 27"), and (3) is reported as compensation in accordance with the Internal Revenue Code of 1986, as amended, and taxes, if any, are paid. All of the provisions of Rule 27 will apply to non-certificated staff for the purposes of this policy. In addition, employees may not use the school's internet, computers, or other technology to access obscene or pornographic material, sext, or engage in any illegal activities.

### **ADMINISTRATORS, FACULTY AND STAFF AGREEMENT**

In order to make sure that all members of the School District of Seward community understand and agree to these rules of conduct for use of the e-mail and Internet systems of the school district, the School District of Seward asks that you, as an administrator, faculty member, or staff member user, sign the following statement:

I have access to, and have read, the "Terms and Conditions for e-mail and Internet Access" adopted by the School District of Seward, and I understand and will abide by those district guidelines and conditions for the use of the facilities of the School District of Seward and access to the Internet. I further understand that any violation of the district guidelines is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges will be revoked. School disciplinary action and/or appropriate legal action will be taken.

I agree not to hold the School District of Seward nor any of its employees nor any of the institutions for networks providing access to the School District of Seward responsible for the performance of the system or the content of any material accessed through it.

Employee's Name \_\_\_\_\_

School \_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_, NE

Home Phone No. (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

This form will be retained on file by authorized  
faculty designee for duration of applicable  
computer/network/Internet use.

## **C2. SEXUAL HARASSMENT**

It is the policy of the school district to provide an environment free of unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct or communication constituting sexual harassment. Sexual harassment by and of employees and students is unequivocally prohibited. Sexual harassment is misconduct that interferes with work productivity and wrongfully deprives employees of the opportunity to work and students of the opportunity to study and be in an environment free from unsolicited and unwelcome sexual overtones. Sexual harassment includes all unwelcome sexual advances, requests for sexual favors and other such verbal or physical misconduct. Sexual harassment is a prohibited practice and is a violation of the law.

The U.S. Equal Employment Opportunity Commission has issued guidelines interpreting Section 703 of Title VII as prohibiting sexual harassment. Sexual harassment is defined in those guidelines as follows:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical misconduct of a sexual nature constitutes sexual harassment when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- (3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

A person who feels harassed is encouraged to inform the person engaging in sexually harassing conduct or communication directly that the conduct or communication is offensive and must stop. If the person who feels harassed does not wish to communicate directly with the person whose conduct or communication is offensive, or if direct communication with the offending person has been ineffective, the person who feels harassed should report the conduct or communication to a supervisor, principal, the superintendent of schools, or a board of education member with whom he or she feels comfortable in reporting the issue.

Regardless of the means selected for resolving the problem, the good faith initiation of a complaint of sexual harassment will not affect the complainant's employment, compensation or work assignments as an employee, or status as a student.

Sexual harassment of one student by another student or students is addressed in a separate policy.

**C3. Drug-Free Workplace (Board Policy 4002)**

It is vitally important to have a healthy workforce that is free from the effects of illegal drugs. The use or possession of unlawful drugs in the workplace has a very detrimental effect upon safety and morale of the affected employee, coworkers, and the public at large; and on productivity and the quality of work.

Federal law requires this school district, as a recipient of federal funds, to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the district's workplace is prohibited. The term "workplace" includes every location where district employees may be found during their working hours or while they are on duty, regardless of whether the location is within the geographic boundaries of the district. Any employee who violates this policy will be disciplined with measures up to and including discharge. The district may, in its sole discretion, require or allow an employee who violates this policy to participate in and satisfactorily complete a drug abuse assistance or rehabilitation program.

The district shall provide every current employee with a copy of this policy, and shall provide each newly hired employee with a copy upon hiring. Every employee shall be required to signify receipt of a copy of the policy in writing. All district employees must abide by this policy, including those who are not directly engaged in the performance of work pursuant to a federal grant.

Within five days after a conviction, an employee must notify the head of the department in which he or she is assigned of any conviction of a criminal drug statute for a violation occurring in the workplace. The failure to report such a conviction will result in dismissal. If the employee convicted of such an offense is engaged in the performance of work pursuant to the provisions of a federal grant, the district shall notify the grant agency within 10 days of receiving notice of a conviction from the affected employee or of receiving actual notice of such a conviction.

An employee who is convicted of violating any criminal drug statute for conduct that occurred in the workplace will be subject to disciplinary action, including but not limited to suspension or discharge. The district may, in its sole discretion, require the employee to participate in and satisfactorily complete a drug abuse assistance or rehabilitation program.

I acknowledge that I have received a copy of the School District's Drug-Free Workplace policy. I understand that I am required to abide by the terms of the policy as a condition of my employment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

#### **C4. EFFECTIVE PARENT/GUARDIAN TEACHER CONFERENCES & COMMUNICATION**

It is very important to keep parents/guardians informed on a student's progress. When a problem arises, arrange a conference with the parent or guardian. If the problem is not discussed with the parent/guardian, the parent or guardian will most likely be discussing the problem with others, which only magnifies the problem.

The first indication that a child is having difficulty should not be the arrival of the report card or progress report. Keep the parents/guardians informed of your concerns.

##### **Parent/Guardian Conferences**

Conferences are a critical opportunity for teachers to dialogue with parents (or guardians) of students regarding student achievement and learning. Teacher attendance at these scheduled conferences is mandatory.

Checklist For A Good Conference:

1. Make careful preparation – inform students about what papers and comments will be shared.
2. Have an informal setting – but insure privacy.
3. Set a time limit.
4. Establish rapport. Listen attentively.
5. Begin on a positive note and present more strengths than areas on which to work.
6. Encourage the other person to talk and encourage suggestions from the other person
7. Develop an attitude of mutual cooperation (what can we do to solve??).
8. Delay making numerous definite suggestions yourself (three is plenty).
9. Use their practical suggestions as a springboard for action.
10. Summarize points covered.
11. Make plans together for future progress.
12. End on a note of continuing cooperation.
13. Make notes after they leave\_(include date and time).

Note:

- Do not preach about why students may not be doing well. Do not make excuses by blaming parents/guardians, the environment, the number of students in class, the time of day, the building and facilities, or the materials provided.
- Do not waste conference time by telling jokes or talking with the parents/guardians about other issues not pertaining to the conference.
- Do not give parents/guardians the impression that you are not competent by stating that you are inexperienced or otherwise unprepared.
- Do show a genuine interest in the student and the parent/guardian.
- Do try to indicate that there is unity within the school – that policies and curriculum are for the benefit of all.
- Do encourage the parents/guardians to bring the teacher any problem that they may think is hindering the child's progress.
- Do be patient when listening to a problem and give concrete suggestions as to what steps the parents/guardians and school can take together to help solve the problem.
- Do give encouragement and appreciation for the efforts of the parents,/guardians even the ones who are not being successful.
- Do not do or say anything that puts the parent/guardian on the defensive. No one likes to be put on the defensive, parent/guardian or teacher.
- Realize that it takes a great deal of courage for parents/guardians to come to school and discuss a problem concerning their child.
- Explain that grades are a report of progress, NOT a reward or punishment.

## Conference Checklist:

### A. Pre-Conference

1. Notify:
  - a. purpose, place, time, length of time allotted
2. Prepare:
  - a. review child's folder
  - b. gather examples of work
  - c. prepare materials
3. Plan Agenda
4. Arrange environment:
  - a. comfortable seating
  - b. eliminate distractions

### B. Conference

1. Welcome
  - a. establish rapport
2. State
  - a. purpose
  - b. time limitations
  - c. note taking
  - d. options for follow-up
3. Encourage
  - a. information sharing
  - b. comments
  - c. questions
4. Listen
  - a. pause once in awhile!
  - b. look for verbal and nonverbal cues
  - c. to questions
5. Summarize
  - a. end on a positive note

### C. Post-Conference

1. Review conference with child, if appropriate
2. Share information with other school personnel, if appropriate
3. Mark calendar for planned follow-up

## **C5. Investigations and Arrests by Police or Other Law Enforcement Officers (Board Policy 5022)**

Police or other law enforcement officers may be called to the school at the request of school administration, or may initiate contact with the school in connection with a criminal investigation. The school district shall not allow law enforcement officers access to students to conduct an investigation during school hours unless the officers are investigating charges that the student has been the victim of abuse or neglect. Contact between the school and law enforcement authorities on matters involving students shall be made through the office of the superintendent or principal and the law enforcement officer.

Law enforcement officers may talk to a student away from the school before or after school hours, and they should be encouraged to do so. Law enforcement officers shall be allowed to conduct an interview at the school only when the interview is conducted at the request of the school or when they can show that special circumstances exist. This determination should be made by the appropriate building principal or superintendent. Law enforcement officers should be permitted to interview students on school grounds only after providing the superintendent or appropriate building principal with a statement that the law enforcement officer has reason to believe and does believe that the student is the victim of child abuse or neglect perpetrated by the child's parent(s) or some other member of the child's immediate family, and that the law enforcement official wishes to interview the student regarding such abuse or neglect.

Throughout this process, all attempts should be made to avoid embarrassing the student before his or her teachers and peers, and to avoid disrupting the student's and school's education program.

1. Law enforcement officers should be permitted to take custody of a student if they possess an arrest warrant or if they otherwise assert a lawful basis for doing so. Whenever possible, the arrest or release of the student should be conducted in the building principal's office and out of the view of other students. When a principal or other school official releases a minor student to a law enforcement officer for the purpose of removing the minor from the school premises, he or she shall take immediate steps to notify the parent, guardian, or other responsible adult regarding the release of the minor to the officer and the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse. If the law enforcement officer indicates that the child is being taken into custody because the child is the victim of suspected child abuse, the principal or other school official shall, as a condition of releasing the student to the law enforcement officer, require the officer to sign the statement appended hereto certifying that the child is being removed from school premises because he or she is believed to be the victim of child abuse and that the officer understands and will comply with the legal requirements of NEB. REV. STAT. § 79-294.
2. Law enforcement personnel shall not be allowed to roam about the school until the student is found, and shall remain in the administration office while school personnel seek the student.
3. If possible, the education program of the student should not be disrupted to allow for police questioning of the student during class time.
4. Any questioning by law enforcement officers that is permitted should be conducted in a private room or area where confidentiality can be maintained. This should be an area removed from observation by or contact with other pupils and school personnel.
5. If law enforcement officers are to be allowed to question a student, the principal or school official shall make a reasonable attempt to notify the child's parents before questioning begins, except in cases of suspected child abuse or child neglect involving the parent or other family member. The parents should be given the opportunity to come to the school prior to the questioning.
6. If the parents are notified and are able to attend, they should be allowed to be present at the interview. The principal or designee should be present at the interview, but should not take part in any questioning. The principal or designee should remain a neutral observer at all times.

**STATEMENT OF LAW ENFORCEMENT OFFICER RELATING  
TO REMOVAL OF CHILD FROM SCHOOL PREMISES WHO  
IS BELIEVED TO BE THE VICTIM OF CHILD ABUSE**

I, \_\_\_\_\_ (printed name of law enforcement officer) certify that I am a law enforcement officer employed by \_\_\_\_\_ (printed name of law enforcement agency). I certify that I am removing \_\_\_\_\_ (printed name of child being removed from school premises) because the child is believed to be the victim of child abuse. I acknowledge that I have been provided with the address and telephone number of the child's parent or guardian by school officials. I also acknowledge that I am familiar with and will comply with the obligations imposed on me by NEB. REV. STAT. § 79-294, which is set forth below:

When a principal or other school official releases a minor student to a peace officer as defined in section 49-801 for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parent or guardian. The peace officer shall take immediate steps to notify the parent, guardian, or responsible relative of the minor that the minor is in custody and the place where he or she is being held. If the peace officer has a reasonable belief that the minor would be endangered by a disclosure of the place where the minor is being held or that the disclosure would cause the custody of the minor to be disturbed, the peace officer may refuse to disclose the place where the minor is being held for a period not to exceed twenty-four hours. The peace officer shall, however, inform the parent, guardian, or responsible relative whether the child requires and is receiving medical or other treatment. The juvenile court shall review any decision not to disclose the place where the minor is being held at any subsequent detention hearing.

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

\_\_\_\_\_  
Signature of Law Enforcement Officer

Time: \_\_\_\_\_

## **C6. News Media Information**

Quick and accurate information to the community will continue to be a key element in the success of programs in the Seward Public Schools. The news media policy developed by the superintendent and news media managers and editors will be continued. The policy, which will apply to schools throughout the year, will be in the best interest of the School District of Seward, the community and the news media.

The following procedures are in effect:

1. School will be open to members of the news media for scheduled interviews, photographs, filming and taping.
2. The principal will openly and truthfully answer questions regarding situations or incidents that have or are occurring in that building. All news is not good news, but the fear of inaccurate information is worse than bad news to most citizens.
3. If principals are actively involved in a situation, they will not be called upon to answer reporters' questions at that time. Reporters may be asked to leave the immediate scene, perhaps to a room in the school or other designated areas where they may wait until information is available. All editors acknowledge their responsibility in such an instance.
4. News people often hear inaccurate stories from parents whose children might have carried home such stories. The problem of discerning what is fact and what is rumor must be distinguished in order to prevent the spread of inaccurate information. The duty of the principal will be to help, when questioned, by reporting what information is available. Both positive and negative information falls in the realm of public information. If it can be said truthfully, "Everyone is okay," the answer will be a relief to the community.
5. Most reporters use identification cards. Each newsperson must report to the principal's office and show identification.
6. News briefings will be scheduled as needed.
7. In the case of a crisis or tragedy no school person should talk to a reporter without contacting the Principal, who will in turn contact the Superintendent of Schools, so staff members are aware of the fact. This is imperative.
8. If the police department is called upon to handle a situation that gets out of hand, the news media will abide by police jurisdiction. Contact the superintendent's office immediately.
9. State law prohibits the photographing of foster children in schools without specific written consent.
10. Special Education students may only be photographed if parent/guardian written consent is provided.

## **C7. Teacher Evaluation Information**

Evaluations of teachers will be conducted in accordance with the District's evaluation policy. Supervisors reserve the right to observe, appraise, or evaluate teachers more frequently than required by policy on an as needed basis. Teachers are expected to participate constructively and positively in the evaluation process and to accept and implement constructive suggestions and improvement strategies developed by the administration

The teacher evaluation process and forms are located in the Appendices.

## **C8. Policy 3057 Title IX Policy**

It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner. More details can be found on the district website under our policies. The school district's Title IX Coordinator may be contacted at Title IX Coordinator, Dr. Matt Dominy at 2401 Karol Kay Blvd. Seward NE 68434, [matt.dominy@sewardschools.org](mailto:matt.dominy@sewardschools.org), 402-643-2986. The school district's nondiscrimination policy and grievance procedures are included this policy, or can be accessed at: <https://www.sewardpublicschools.org/>. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator.

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## D. SEWARD HIGH SCHOOL HANDBOOK

### D1. Absence Reporting

**Attendance must be taken within the first 15 minutes of each class period, including Access Time.** Attendance may be modified at any time during class. Daily attendance records will be kept in the office. Each teacher should keep all daily absences on the computer.

### D2. Academic Excellence Policy

Any student having academic difficulty in a course shall have a counseling session with the guidance counselor or administration and the teacher. The parent/guardian will be notified of the academic difficulty and encouraged to visit with the staff involved.

Activities may be modified or restricted until progress in the course is improved. This decision shall be made in consultation with the student, teacher, guidance counselor, and building principal. Should extra study time be required it shall be made available for the student. To be eligible to participate in school activities, a student cannot be failing one (1) class.

The following procedure will be used with ineligible students:

1. Parents/guardians will be notified by mail from the principal that their son/daughter is ineligible to participate in extra-curricular activities.
2. There will be counseling sessions with the student on the lack of passing academic performance.
3. Students will not be allowed to participate in inter-school or intramural competition for the first week of ineligibility. (e.g. Tuesday to Monday).
4. The daily bulletin will be read during 1<sup>st</sup> period. Since important information is given to students through the bulletin, please require your student to listen. Items to be included in the bulletin must be in the office prior to the start of the school day.
5. After the first week of ineligibility, students may not participate until satisfactory academic progress in classes is made. Satisfactory academic progress is determined by the classroom teacher and administration based on grade accumulation for the semester.
6. Incomplete grades are considered failing grades until the incompletes are replaced by passing grades. However, the student is ineligible for inter-school participation until the incompletes become passing grades.
7. At the end of each semester, a student's eligibility to participate in extra-curricular activities will be based on current Nebraska School Activity Association guidelines. The current guidelines are that a student cannot participate in extra-curricular activities unless he/she has passed a minimum of 20 credit hours the previous semester.

### D3. Activities List

An activities list is a list of students who will be absent from school for school-approved activities. **Head coaches and sponsors must turn in their activity list(s) no later than 12:00 noon on the Thursday prior to the week of the activities.**

The office will make up an activities list every Thursday afternoon for **ALL** events that occur the following week. Students and teachers should check this list and make sure that the names are accurate. Teachers will be able to add or drop students the day of the event through the daily bulletin. Groups that are not on the list will not be allowed to leave school before 3:00 p.m. Students going to activities must hand in their work in advance of the activity or make special arrangements with the instructor in advance. Students who do not follow this procedure will receive a grade of "0" for the day. **Any teacher may refuse to allow a student to miss class to participate in an activity based on academic achievement in the class.**

### D4. Activities Schedule

Activities are an essential part of the total education package and many students are involved in multiple activities. To avoid conflicts in the scheduling of activities, these procedures will be followed:

1. All parties, practice sessions, and work schedules must be approved by the activities director and the sponsor of the activity.
2. The sponsor of an activity will be responsible for contacting the activities director to place any activity on the calendar.
3. No activity or practice will be scheduled after **6:00 p.m.** on Wednesday night. (School Board Policy)
4. All scheduled events during the week shall terminate at 10:00 p.m. except for Friday and Saturday. Those events will terminate by 12:00 a.m.
5. No activities or practices shall be scheduled on Sunday without superintendent approval.

When a student has more than one activity occurring at the same time, the sponsors of the activities will communicate with each other to settle the conflict. Students are not to be put in the middle of the conflict.

Activity sponsors and coaches are responsible for student behavior and supervision on school transportation. This includes following guidelines for safety, bringing food or drink on the bus, etc. Please be familiar with those expectations.

**Students must be in attendance in their regular classes the day of an activity or they may not participate in the game or event. *Prior arrangements must be made with a building principal* if a student must miss part of the school day for an appointment that cannot be made outside of the school day.**

#### D5. Class Hours

The bell schedule for Seward High School is as follows:

Period 1 8:15-9:45  
Period 2 9:50-11:17  
Period 3 11:17-1:17  
Period 4 1:22-2:49  
Period 5 2:54-3:37

Lunch schedules are arranged so that an equal number of students are assigned each lunch period. On rare occasions, teachers may need to trade lunch assignments with other classes. **Please let the office and kitchen know in advance which lunch assignments are affected.**

#### D6. Concessions

Activity sponsors will draw for concessions with the activities director before the fall season and again before the winter season.

1. Sponsors, when your group has concessions, you are responsible for the following:
  - a. Seeing to it that students know when they report to work and what they are to do.
  - b. Request change from the secretary in the morning.
  - c. Pop is stored in the concession stand. Make sure the machine is on early enough to adequately cool the pop.
  - c. **SUPERVISE** the concession area and your workers.
  - d. **Clean up afterwards.**

#### D7. Daily Bulletin

The daily bulletin will be read during the 1<sup>st</sup> period. Since important information is given to students through the bulletin, please require your students to listen. Items to be included in the bulletin must in the office prior to the start of the school day.

#### D8. Detention/Discipline

It is expected that each teacher will handle his/her classroom problems at the time they occur in the classroom. Decisions to exclude students from class for more than one period will be made only by the principal or assistant principal. Consult with the principal or assistant principal about discipline problems before the situation becomes critical.

During passing times, teachers should be on the look out for misbehavior by students outside the classroom. Flagrant breaches of discipline should be referred immediately to the assistant principal's office.

Again, teachers are reminded that they are to handle their classroom problems. Students who must stay after school for make-up work or for failure to do assigned work are the responsibility of the classroom teacher. A teacher assigning make-up time for misconduct in the classroom will have the student report to their room. The length of penalty time is to be determined by the teacher, although this time, if it exceeds one hour, cannot be made up by the student in one evening.

Referral of discipline problems to the assistant principal or the principal should be done by logging the occurrence on PowerSchool. Enter the date and nature of each incident.

#### D9. Fines and Course Fees

Teachers are held accountable for the textbooks used in their classrooms. It is the teacher's job to check out books, by their number, to students in their classes as well as checking them back in. Students must turn in the same book as assigned to them. Teachers are expected to collect fines for such things as misplaced or damaged books, material consumed in class, etc. At the end of the quarter, the names of students with fines outstanding should be turned into the office.

Students making projects costing more than \$20 will need to pay 50% of the material cost before he/she starts the project. The remainder of the bill will be paid before the project is taken home.

#### D10. Health Services

If a student becomes ill during class time, he/she should be sent to the office and not to the restroom. Students must consult with the office, and a parent/guardian or their designee, must be contacted before the student may leave school, and students are required to sign out when they leave. Please document any accident that occurs in your classroom on the form provided by the office and return it to the office for record keeping.

#### D11. Honor Roll

The honor roll is announced at the end of each term. Students receiving 93 percent or higher, no grade lower than a B, and a minimum of 10 credit hours that term, and with a grade of "O" or "S" in citizenship, will be included on the honor roll.

#### D12. Mid-Term Graduation (Board Policy #6006)

The School District of Seward supports the concept of early completion as a means of accelerating students toward the achievement of lifetime plans. The following guidelines have been established for students to be eligible for early completion:

1. Students must meet all completion requirements established by the Board of Education in order to be eligible for early graduation as well as the credit hour requirements in each specific subject matter area.
2. A student who decides to opt for early graduation or completion is not eligible to participate in school sponsored activities following the last day he/she attends classes. The effective date for participation will end with the last day that the student is enrolled in classes. The only school

activities that the applicant is eligible for will be the regularly scheduled graduation ceremony and the jr/sr prom.

3. This policy shall be evaluated annually by the high school principal and appropriate revisions shall be recommended to the Board for its consideration.

#### D13. Office Passes

The administrators and/or guidance counselors will sometimes send an office assistant or use the intercom to get a student. Attempts will be made to provide the least class disruption possible.

#### D14. Organization Sponsorship

Teachers are assigned as sponsors of the classes and organizations. Sponsors are responsible of the proper conduct and record keeping of the organization and must attend all meetings and functions. Sponsors are to work closely with the principal and activities director in matters of policy, finances, and schedules. Monetary compensation is provided for sponsors of some organizations. School bus supervision is the responsibility of the activity sponsor – not the driver.

**Each class sponsor is required to participate in each class activity.** Sponsors are expected to **supervise** the activities of students; they do not have to do the actual work involved. **If a sponsor cannot attend an activity, it is his/her responsibility to report this to the principal and to obtain a replacement sponsor.**

Class activities include:

Freshmen	-	Homecoming Concessions
Sophomores	-	Homecoming Concessions
Juniors	-	Fund Raising as needed Homecoming Prom Concessions
Seniors	-	Homecoming Graduation ceremonies Concessions Prom

#### D15. Recruiter Visitation Procedures (Including but not limited to: College Admissions, Military Recruiters, College Coaches, etc.)

1. Visiting dates and times must be cleared through the guidance counselors.
2. Visitation dates and times may be placed in the student bulletin in advance.
3. Recruiters may set up a table and visit with students during lunch only. No students will be allowed to miss class to visit with a recruiter.
4. Recruiters who arrive without advance notification will not be allowed to visit with students during the school day.

#### D16. Schedule Changes

Students must take the classes for which they register. Students will not be able to reschedule their classes prior to the start of each term. A student's schedule will change only at the discretion of the counselor and the principal. The administration will work with the teachers when there are other reasons necessitating a need for a schedule change.

#### D17. Signing Out of School (Students)

1. Students who need to leave school for an appointment (doctor, dentist, etc.) must have a note or phone call from his/her parent/guardian before they will be allowed to sign out.

2. Students who are ill at school are to go to the office to receive permission to go home.
3. Students who leave the school building without signing out will be unexcused and will be considered truant.
4. **No teacher may sign a pass requesting that a student be excused from another teacher's class.**

#### D18. Student Passes

Students must have a written pass or classroom lanyard pass for movement out of the classroom. Students must also sign in/out on the classroom teachers' sign in/out sheet when they leave/enter the room. This includes the ACCESS period. DO NOT issue passes for students to leave your class unless it is an emergency. Do not let students write their own passes for you to sign. Teachers, pay particular attention to the number of students you write passes for.

Computer lab passes are available from computer teachers only and must be obtained by the student in advance.

#### D19. Teacher Grade Reporting

All criteria used to determine the student's grade must be recorded in the grade book or via computer with a **backup within the software**. Final grades must be submitted to the office via Power School. If grades other than percentages are used, or if grades are weighted, an adequate explanation must be included so that others may interpret your records.

#### D20. Teacher Workroom

All copy materials, machines, etc. are located in the office. Each teacher will be assigned their own code and should use the school machines and supplies for school purposes only. Students are not allowed to use copy machines.

#### D21. Traffic Regulations

Safety and regard for the lives and property of others are of prime importance, both to insure protection for our own students as well as the elementary students who board and disembark buses on the west side of the building. Serious violations of traffic regulations observed by a faculty member will be reported to the police and the school will file a complaint. Specifically, the following are violations, which can and will be prosecuted:

1. Racing. No person shall drive any vehicle in any race, speed competition, or contest, drag race or acceleration contest, test of physical endurance, exhibition of speed or acceleration, or for the purpose of making a speed record, and no person shall in any manner participate in any such race, competition, contest, test or exhibition.
2. Negligent Driving. It shall be unlawful for any person to operate a motor vehicle in such a manner as to cause unnecessary noise, spinning or squealing of tires, skids, slides, abrupt turns or sways or in any other manner as to indicate a want of ordinary care and caution that a person of ordinary prudence would use under like circumstances.
3. Reckless Driving. Any person who drives any motor vehicle in such a manner as to indicate an indifferent or wanton disregard of the safety of persons or property shall be deemed to be guilty of reckless driving.

All vehicles driven to school MUST be parked upon arrival at school and are to remain parked during the day. The parking lot is off limits to students during the school day unless the student has permission from the office. The parking lots will be monitored and students who park improperly may have their cars towed at the owner's expense. Even though the lots are school property, all persons using those areas are expected to obey state and local traffic regulations. The Seward Police Department routinely monitors parking lots and tickets will be issued for violations, especially violation of handicapped parking.

## D22. Substitute Teachers

If you are unable to be at school, please call Nathan Buss (641-8905) between 6:30 and 6:45 a.m. If you call after 6:45 a.m. it is difficult to find a substitute. Please give him any additional information needed for your classes that day. Lesson plans should be detailed enough so that a substitute could come in and follow your plans without the aid of too much additional information. If you are unable to reach Mr. Buss for some reason, the building principal should be called.

By 3:00 p.m. on the day missed due to illness, teachers should call the school to indicate whether or not they will be present the following day. Absences other than illness must be arranged in advance with the principal. If a problem occurs with a substitute, notify the building principal immediately so the issue can be addressed.

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## E. SEWARD MIDDLE SCHOOL HANDBOOK

### E1. Academic Detentions

Students who fail to complete assignments, fail to hand in papers, have incompletes, hand in late assignments or need special attention should stay after school with the teacher who assigned the detention. Staff members must make sure the student has contacted a parent/guardian to make appropriate after school arrangements.

### E2. Activities

The middle school has an Activities Coordinator. All contracts and hiring of officials will be handled through this person. All events should be scheduled through him or her (and his/her secretary) to avoid scheduling problems. This person will be responsible for getting items on the master calendar for the school district working with the high school activities director. All events or activities should first be approved by the building principal.

1. The sponsor of an activity will be responsible for contacting the activities coordinator to place any activity on the calendar.
2. No activity or practice will be schedule after 6:00 p.m. on Wednesday night (School Board Policy).
3. No activities or practices shall be scheduled on Sunday without the superintendent's approval.

### E3. After School Meetings

Custodians must be notified of all after school meetings. The custodians will make sure the outside doors are open before the meetings and locked when the meeting is finished. This cannot happen if they are not notified.

### E4. Availability to Students

Teachers must be available to students during their planning period and before and after school. Students needing assistance take precedence over any other meeting or activity.

### E5. Behavior Detentions

Students may be assigned a behavior detention by the office or any member of the faculty. This is for those students with undesirable patterns of attendance, tardiness, or conduct as well as other disciplinary problems.

Behavior detentions are served at lunchtime. The assigned employee monitors the detentions in the 4R Room. Behavior detentions are just that, a consequence for inappropriate behavior in school. The following procedures must be followed:

1. The student must be notified by the staff member assigning the detention. This is not a surprise discipline procedure.
2. Staff members assigning the detention must notify the office of the detention.
3. The student will serve the amount of time necessary to correct the behavior and a phone call will be made to parents.
4. The 4R Teacher will keep a record of the referral.

### E6. Discipline

All staff members should have high expectations for every student, both academically and behaviorally. These expectations need to be realistic for the students.

Classroom discipline is primarily the responsibility of the classroom teacher. You have the responsibility of supervision at all times, regardless of where you are in the building. Discipline should protect and nurture the physical, social, mental and emotional growth of students. Rules and processes are made,

first to protect all individuals and second, to protect the right to participate in every facet of the educational program. Our discipline practices should always reflect an understanding of adolescent characteristics and limit the opportunity of any individual to interrupt another student's educational growth, including their own.

Discipline is one more aspect of teaching. We know that students come to us at varying levels of well-developed self-discipline in regard to themselves and their interactions in society. In this way our behavioral guidelines in different settings are similar to our curriculum guides or frameworks. It is then our role to differentiate our methods of external discipline based on the level of self-discipline that a child displays. As teachers, what we are trying to do is to help students develop more effective self-discipline in various situations. This includes character development, which is a necessary life skill for success. Character Counts needs to be incorporated all day.

It is much more likely that middle school students will comply with a request quickly and with respect if they feel you are "working" with them. Yelling at a student is not acceptable and will be addressed with staff members. Administration or supervisors do not yell at you, why should you yell at a child?

An office referral or 4R Room referral should be the last resort. Teachers should have attempted various methods of discipline with the student prior to this. A parent/guardian contact is also important. All situations are different and professional discretion is important.

#### E7. Student Bulletins

Student and faculty bulletins will be prepared everyday. Student and faculty bulletins will be sent out around 8:00 a.m. It is essential that you have your class quiet while you are reading the announcements to the class. The announcements are for the students and are designed to help the school run more efficiently. It causes a great deal of hardship and confusion if the students do not hear the bulletin.

Teachers should use this time to teach students the importance of our student planners and teach the students how to use these for recording important announcements.

The intercom system will be used for special announcements or for emergency announcements. We will attempt not to have any more special bulletins that disrupt class than are absolutely necessary.

#### E8. Building Committees

This is a partial list of committees and purposes. Assignments will be made at the start of the year.

1. Courtesy Committee
2. SCIP Team
3. Crisis Response Team
4. Emergency Response Team
5. Scheduling Committee
6. Team Leaders

#### E9. Faculty Meetings

Faculty meetings will be held periodically throughout the year. Agendas may be given to you prior to the faculty meetings. Some of the meetings will be used for curriculum discussions. Please visit with the principal if there is something you think needs to be discussed.

#### E10. Faculty Workroom

The faculty workroom will contain supplies needed for duplication of materials. If you have difficulty with one of the machines, please see the paraprofessional assigned to operate this equipment before operating them. Copy machines are not for personal use. Personal copies are 10 cents each.

Student office helpers are the only students that should be in the workroom. These students have been shown how to use the machines. Teachers need to watch what is discussed in the presence of the students.

#### E11. Fax Machine

The FAX machine is located in the office. Only office personnel are to operate the FAX machine. No purchase orders are to be faxed.

#### E12. 4R Room

The Rights, Responsibility, Respect and Redirection Room is available for students who are unable to work in the regular classroom.

The following general rules will be followed, but may change during the school year as needed:

1. Notify the office, by intercom, when you are sending a student to the office for the purpose of being sent to the 4 R Room. An office staff member will take the student to the 4R Room. Inform the office as to the length of the stay and the reason that the student is being sent.
2. Students may be assigned for a partial period, all period, part of a day, or all day. The staff member sending the student, the 4R Room instructor and the building principal will make this decision.
3. Assignments should be sent to the 4R Room for each student. Assignments are the responsibility of the classroom teacher.
4. Teachers may also assign detentions (Academic or Behavior) to students sent to the 4R Room.
5. There will be parent/guardian notification of any student sent to the 4R Room.

#### E13. Health Services

The school nurse is responsible for coordinating student medication. Students taking prescription or non-prescription medication during school hours must be sent to the school nurse to make sure proper state regulations are being met.

If a student is sick or hurt and can't make it through the day, permission from the teacher must be obtained to go to the nurse's office. He/She **must** have a pass to go to the nurse's office. He/She **can't** go during passing periods. Before a student may leave to go home because of illness or injury, he/she must consult with the nurse. Parent /guardian permission will be obtained by the nurse, and the student must sign out in the school office.

#### E14. Homework Policy for Suspended Students

Students suspended from school will be given an opportunity to make up all work missed and will be given full credit according to the following criteria:

1. It is the student's responsibility to ask the teacher for missed assignments.
2. Students will be given one day for each day suspended from school (up to a maximum of five days) to return completed assignments and take make up tests.
3. Students will receive a failing grade for any work not made up within the time limits.

To the extent possible, students placed in in-school suspension will work on class assignments while in the in-school suspension room. Any work not completed will be governed by the policy on make up work for suspended students.

#### E15. Indoor/Outdoor Supervision

Supervision by teachers is necessary by 7:45 a.m. Teachers will be assigned morning supervision and must be in assigned area by 7:45 a.m. Students will be assigned designated areas to wait prior to school.

#### E16. Make Up Work

Students who are absent will be required to make up missed work. This work should take approximately the same time as the time missed from class. Students will be given one day for each day absent from school to return completed assignments and take make up tests. Grades will be withheld if make up work is not turned in, and may lead to failure if the situation is not remedied immediately.

It is the student's responsibility to obtain all make up work from his/her teachers upon return to school. Failure to obtain make up work is no excuse for not doing work missed. Only by special permission of the principal can make up work be turned in after the grading period.

#### E17. Passes

Any time a student is out of his/her classroom or late from a previous class (excused) he/she should have a signed pass. You must provide a student with a pass if you send them out of your room! The office will provide staff with passes for students who need to leave a class early. If a student shows you a note, send the student to the office for the proper pass.

#### E18. Progress Reports

Anytime that a teacher feels a student is doing poorly academically or is having special problems in his/her class, the teacher needs to notify that student's parents/guardians. This contact needs to be made by phone. A written report can be made if you are unable to reach the parents/guardians by phone after several attempts.

Prior to the parent/guardian contact, teachers need to inform the student why he/she is receiving a progress report. Teachers must document any contacts they have with parents/guardians and students. The school counselor will assist the student in correcting the problem, but the teachers must inform the counselor when there is a problem. No student can fail a class without receiving a written progress report or documented personal contact.

Core teams and "peelings" members need to communicate concerns about students. Please develop a plan that works for your teams. Quarterly progress reports will be made around the midpoint of the quarter.

#### E19. Report Cards

In many cases the only communication home to parents/guardians each nine weeks will be the report card. PLEASE BE NEAT AND ACCURATE! Please choose the appropriate comment from the list provided. The grading system for this year is as follows:

A+	100%	C+	85%
A	94-99%	C	79-84%
A-	93%	C-	78%
B+	92%	D+	77%
B	87-91%	D	71-76%
B-	86%	D-	70%
		F	0-69

Zeros should not be accepted. A zero does not teach a middle school child responsibility.

## E20. Retention

Students who do not perform to their capabilities may be retained. The issue of retention at Seward Middle School is primarily an issue of accountability. Teachers will inform parents/guardians and student of chronic missing/incomplete work and poor quiz or test scores. Parent/guardian conferences will be held and academic detentions will be used. Communication is the key for retention. The school cannot decide during the last few weeks of school that a student is going to be retained. We need a yearlong communication trail.

## E21. Student Absences

**BE ACCURATE IN RECORDING STUDENT ATTENDANCE.** Students who are reported absent by their parents/guardians will be placed on the daily absence list. Each morning the office will post on Power School which students we know are absent. Each period during the day, you will need to indicate only any additional student(s) who is absent. You will not need to indicate students who are on the daily absence list. Most should be marked "OK". Be sure that for any student who arrives late to class you change, you change the marking on the computer so that it is accurate. If this occurs, you may need to change the student from absent to tardy on Power School. If a student is marked absent on Power School by the office and is present in your room, send the student to the office.

## E22. Student Cumulative Folders

Student cumulative folders are kept in the school counselor's office. The School Counselor is available to discuss the information contained in any student's file. Teachers are encouraged to review the files of all pupils in his/her class/team and to make use of materials in these files to better serve the needs of the students. Teachers may check out these folders at any time.

Because of the Right-to-Privacy Act, all files must be signed out and in. Parents/guardians may look at their student's file upon written request.

## E23. Students Signing Out of School

1. Students who need to leave school for an appointment (doctor, dentist, etc.) must bring a note or have their parent/guardian call the office before they will be allowed to sign out.
2. Students who become ill at school are to go to the school nurse to receive permission to go home.
3. Students who leave the school building without signing out will be unexcused and detention time will be assigned.

## E24. Substitute Teachers

If you are unable to be at school, please call Nathan Buss (641-8905) between 6:30 and 6:45 a.m. If you call after 6:45 a.m. it is difficult to find a substitute. Please give him any additional information needed for your classes that day. Lesson plans should be detailed enough so that a substitute could come in and follow your plans without the aid of too much additional information. If you are unable to reach Mr. Buss for some reason, the building principal should be called.

By 3:00 p.m. on the day missed due to illness, teachers should call the school to indicate whether or not they will be present the following day. Absences other than illness must be arranged in advance with the principal. If a problem occurs with a substitute, notify the building principal immediately so the issue can be addressed.

## E25. Tardiness to Class

If a student arrives late to school, 5<sup>th</sup> graders report to their regular classroom, 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> grade students report to their Toptime. Students are to go to the office if 1<sup>st</sup> period has started. The time

between classes is three minutes. During the school day if a student is detained by the office or a teacher and is late to class he/she will need a pink pass from the person who detained him/her before going to the next class. The office will keep a record of all unexcused tardies. After four (4) unexcused tardies in a semester, each student will be informed and a letter will be sent home making the parents/guardians aware of the problem. All other unexcused tardies per semester will result in noon detentions.

It is essential that all staff members adhere to a consistent policy. The whole system “breaks down” unless the entire staff follows the same policy.

#### E26. Use of Building Forms

A Building Use Form must be completed for any activity scheduled for the building. This form, available in the office, must be returned to the office at least one week in advance of the activity or no custodial services will be provided.

For regularly scheduled events such as basketball games, a list of things to be ready and cleaned up after the event should be given to the maintenance director at the beginning of the season. It will not be necessary for a Building Use Form to be used for each individual game. However, if you have an event that is not normally scheduled, a Building Use Form should be filled out and the above procedure followed.

#### E27. Weekly Calendar of Events

Events included on the calendar of events will take precedence over other events. The office secretary is in charge of the master calendar.

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## F. SEWARD ELEMENTARY SCHOOL HANDBOOK

### F1. Total School Responsibility

Teachers are responsible for informing their students of rules pertinent to the classroom, halls, playground and lunchroom. Students will need to be taught what are appropriate and inappropriate behaviors and the consequences accompanying misbehavior. Teaching classroom and building rules clearly communicates the expectations we have of students while at school. In addition, it is imperative that teachers and paras be consistent in their expectation of conformity to the rules. It is assumed that teachers will not ask paras to deviate from these rules. If you feel that certain rules are inappropriate, report this to the principal for further study.

At 8:05 a.m. the students will proceed to their classrooms. Therefore, all classroom teachers need to be near their classrooms at that time. This will allow for supervision of the hall area and coatroom near their room. Please develop and maintain a 'beginning of the day' routine for your students.

Teachers are to accompany their children to and from all specials (P.E., music, library, guidance), the lunchroom and to the playground. Make arrangements with your neighbor teacher so that one of you will be able to accompany bus children out of the building and the other remains in the classroom or hall and then accompanies town children to the school entrance door for dismissal. If you ask students to stay in at noon or recess be sure you or another teacher is there to supervise. Teachers not on duty should supervise students needing to stay inside. Students should not be sent to the office.

The first week or so, teachers should accompany their own classes to the playground at recess and noon until the children have learned the playground rules and use of equipment. After that teachers may alternate playground duty as long as there is sufficient supervision for the group (at least one teacher for every two classrooms).

All classroom teachers should have some activities planned for the days that children have to remain in the classroom during noontime. On inclement weather days teachers may need to help with some supervision. Students should not be left in the classroom, halls or other areas unsupervised.

Special area teachers will assist with supervision as assigned by the principal.

### F2. Seward Elementary Discipline Plan

Seward Elementary utilizes the BIST (Behavior Intervention Support Team) behavior program. BIST is a school-wide program that builds an environment where students, staff members, and parents work together to improve student behavior. A BIST Action Team, consisting of faculty members and the principal, meets monthly to discuss our school's Common Expectations and BIST program.

### F3. Laminating

All materials laminated with school district film become the property of the school district. Teachers desiring to laminate personal materials need to indicate this on the pink request form and they will be charged accordingly. Other items to be laminated can be done by each teacher's para or the teacher himself/herself.

### F4. School Equipment/Furniture

School equipment and/or furniture are assigned to classrooms by the principal. In the event a teacher no longer has use for certain pieces of equipment and/or furniture, the principal should be notified. Requests for furniture must be directed to the principal.

#### F5. Maintenance of Student Cumulative Folders

Permanent record folders are maintained for each child enrolled in school. These folders are kept on file in the office. Teachers may check the folders out as needed, but they are not to be removed from the school premises. The information in these files is open to parents/guardians upon request. Parental or guardian permission is necessary for any non-school personnel to have access to the information in the student permanent folders.

At the end of each semester, classroom teachers should record grades and attendance information on the cumulative folder. The grades recorded must be recorded as they appear on the report card. Special education teachers are responsible for filing current IEP information in the student folders. At the end of each school year, achievement test labels should be affixed to the cumulative folder. Forms such as field trip permission forms, should not be kept in the permanent folder. In no event, should child abuse/neglect forms be filed in a student's cumulative folder.

#### F6. Responsibility of Teachers Regarding Cumulative File Information

At the beginning of each school year, classroom and special area teachers shall review the cumulative folders of their students. Teachers need to be aware of the following types of information: parental/guardian custody, health or physical limitations of the student, special education, gifted or 504 educational plans, testing information, etc.

Cumulative folder information that is received from transferring school districts will be checked out to and placed in the classroom teacher's mailbox. After review, it will be the responsibility of the classroom teacher to sign in and file this information in the student's cumulative folder in the office.

#### F7. Student Transfers

If it is known in advance that a student will be moving, the teacher should fill out a Transfer Sheet and send it with the student on the final day of attendance. The Transfer Sheets are available in the office. Immediately after the student has left, the cumulative file should be updated with grades and attendance information.

#### F8. Programs for Parents/Guardians

Teachers are asked to notify the office and principal of special events in their classrooms. If possible, the principal will be in attendance for the programs. Please inform the custodial workers well in advance if chairs or other changes are needed for a special meeting or performance.

#### F9. Daily Schedule

Each teacher's daily schedule should be on the wall outside the classroom door. A daily schedule should be sent to the office by the middle of September (4 copies). The schedule should include the entire day.

Grades K-4 should ordinarily not schedule a recess on the same half-day as P.E. class is taught. Deviation from this policy should be discussed with the principal. A written request for an extra recess must be submitted to the principal by the end of the first full week of school.

#### F10. Retention

In cases where consideration is being given to retaining a student at a particular grade level, refer to the procedure in the Student/Parent Handbook. Forms are available in the office that need to be signed by the parent/guardian once a decision is made to recommend retention.

#### F11. Class Parties

Class parties should be limited to one hour in duration. It is suggested that parties be held at the end of the day. These parties should be included in your lesson plans. School parties are limited to three per year. (The end of the year picnic is considered one of the three parties per year.)

#### F12. Classroom Treats (\*Please discourage lollipops being given as a birthday treat.)

If children bring treats for their birthday, they should be distributed at the following appropriate times:

- 1) before lunch to be an added item (homemade items or packaged items such as Twinkies, Rice Krispie treats, etc.) or 2) at the end of the school day. The student bringing the items should be asked or advised for appropriate distribution. Teachers must help to ensure students who have food allergies do not consume treats that may contain an allergen.

#### F13. Teacher Absence

If you are unable to be at school, please call Mr. Nathan Buss (641-8905) at home before 7:00 a.m. If you call after 7:00 a.m. it is difficult to find a substitute. Please share any additional information needed for your classroom that day. Lesson plans should be detailed enough so that a substitute could come in and follow your plans without the aid of additional information. If you are unable to reach Mr. Buss, please call Mrs. Dominy at (928) 660-1623, or Tina Ratkovec (913)-660-5385

By 3:00 p.m. on the day missed due to illness, teachers should call the school to indicate whether or not they will be present the following day. Absences other than illness must be arranged in advance with the principal.

If a problem occurs with a substitute teacher, Mrs. Dominy should be notified immediately so that the issue can be addressed.

#### F14. Head Lice

Please note the following procedures to be used when a child is suspected of having head lice:

- Send the child to the nurse. He/she will determine if the child should be sent home.
- If head lice are found to be present, the nurse will initiate a check of siblings for possible infestation.
- The nurse will call the parent/guardian or designated contact person to pick up the child.
- The child will remain with the nurse until the parent/guardian arrives.
- In the event a parent/guardian/contact person can't be reached, the child will remain in a designated area for the remainder of the day.
- Parents/guardians are required to accompany students to the nurse at the time of reentry to verify treatment.
- Students must be nit-free before readmission will be granted.
- In the event a student is found to have lice, the school nurse will send notes to parents/guardians of students in that classroom that a case of head lice exists.

#### F15. Release of Students **CHILDREN MUST NEVER BE RELEASED WITHOUT A PARENT'S/GUARDIAN'S SPECIFIC REQUEST AND THEIR KNOWLEDGE.**

Never excuse children before dismissal time without request from parent or guardian. In the event a police officer or social service worker wishes to speak with a student, refer to Board Policy for proper guidance.

#### F16. Student Attendance

Students in attendance for more than four hours are counted present all day. Less than four hours but more than two, is counted as 1/2 day present. If the attendance changes during the day, notify the office as soon as possible. At the end of each quarter, the office will prepare an attendance report with data for the report cards.

#### F17. Parent/Guardian Newsletter

The monthly newsletter will be sent home with the oldest or only child of each family. Articles of information from each grade level or special area about their classrooms will be included. This is a request of the building principal.

#### F18. Elementary Library/Media Center Procedures

##### Library Classes/Material Checkout

Each second through fourth grade classroom has a scheduled forty-five minute library class on the six-day-rotating specialist block schedule. The media specialist and kindergarten and first grade teachers will cooperatively develop a schedule for their library class times. The various class levels will have instruction from the Library/Media Curriculum with emphasis on author/illustrator appreciation, media resources, research techniques; time will be allowed for browsing and material checkout. Students may checkout two materials and they must be returned before others may be borrowed. (Children may have more materials for special classroom projects.) The checkout period is two weeks. Students are welcome to checkout materials at any time during the school day.

Overdue notices are given to students at each library class and an overdue list is sent to the classroom teacher. Elementary students are not charged overdue fines; material replacement fines are assessed and parents/guardians are notified of the amount due.

##### Staff Library/Media Center Information

Materials may be held by staff for four weeks; quarterly lists will be sent showing all materials out. A one-week notice is needed for video and laser disc requests through the ESU and other media sources. Media material purchase requests are encouraged and welcomed along with the ordering information.

##### Computer Hardware/A-V Equipment

The LMC handles the repair of hardware and a-v equipment. Include your name, room number, and description of the problem on a note with the equipment. Each staff member should have listed on their annual classroom inventory all hardware and equipment with district number.

#### F19. Insurance

School insurance is offered for the students. Completed applications should be turned into the office by the 10th day of school.

#### F20. Faculty Meetings

Faculty meetings will be scheduled as needed. Attendance is mandatory.

#### F21. Field Trips

All field trips must be completed prior to the last two weeks of school. Parent/guardian transportation for field trips in lieu of school bus transportation shall be prohibited.

Keep the students' signed "RELEASE FORM" for the year in your desk. Parents/guardians and the office must be notified in advance of all field trips that make use of bus transportation. A "Field Trip Request" and "Bus Request" need to be completed and sent to the principal's office at least two weeks in advance of the field trip. These forms are available in the elementary office.

In order to economize on district transportation costs, out-of-district field trips will be limited to Grade 4, unless the superintendent approves a trip due to special circumstances. In-district field trips are open to all grade levels but require principal approval. School district transportation will be provided for supervisors using the following adult to student ratios (excluding special education supervisors who may be assigned to one student):

Kindergarten - 1:3  
Grades One and Two - 1:4  
Grades Three and Four - 1:5

Classrooms will be combined as follows:

Kindergarten - Two classrooms per field trip or 1 per classroom.  
Grade One - Two classrooms per field trip  
Grade Two - Two classrooms per field trip  
Grade Three - Two classrooms per field trip  
Grade Four - Two classrooms per field trip

#### F22. Homework

A District wide Homework Policy has been developed. Grades 2-4 teachers should share with parents/guardians information regarding homework expectations during the grade level parent/guardian meetings. Grades K-1 teachers should share homework information with parents/guardians during the fall parent-teacher conferences.

#### F23. Room Parents/Guardians and Volunteers

Teachers are encouraged to use room mothers (fathers) with class parties, field trips, etc. Volunteers as classroom paras are another excellent way to involve parents/guardians. If interested, contact the principal for help and information.

#### F24. Student Referrals

If you have a student that you feel should have an individual educational evaluation, contact the principal for forms requesting this service. Once the referral has been filed with the principal, the SAT/MTSS process will begin. This, of course, includes the classroom teacher. Meetings are an essential element to the SAT/MTSS process. Occasionally, these meetings will extend beyond the 4:00 duty time. The SAT/MTSS team will do its very best to keep the length of meetings reasonable. However, as the classroom teacher, the importance of the MTSS process must never be questioned. As professional educators, it is our responsibility to fulfill all necessary steps for the educational interests of our students. Teachers should refer students in need of counseling to the Elementary Guidance Counselor.

#### F25. Report Cards

##### General Information:

A grade should be assigned for every area on the Report Card as well as the cumulative folder. The teacher in the form of a Power School grade book, portfolio contents, rubrics, etc should keep documentation relative to assigned grades. Semester grades are to be recorded on the cumulative folder for all areas at the end of each semester.

Grading scales for grades K-4 will be the following:

- 4: Exceeds Learning Goals
- 3: Meets Learning Goals Independently
- 2: Meets Learning Goals with Support
- 1: Does Not Meet Learning Goals

F26. Health Services

The school nurse is responsible for coordinating student medication. Students taking prescription or non-prescription medication during school hours must be sent to the school nurse to make sure proper state regulations are being met. When sending a student to the nurse's office, it is helpful to jot a note to the nurse explaining the health concern of the student. The nurse will determine whether or not the student needs to go home based on her 'health checks' and observation.

F27. Winter Weather Guideline

Teachers are expected to follow the safety guidelines regarding having students go outdoors during cold weather, located in the Appendices.

## 2006 Complaint Procedure

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies ~~to board members, patrons, students and school staff, to complaints~~ unless the ~~staff member~~ complaint is subject to a different ~~grievance~~ procedure ~~pursuant required by law, to~~ policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems at the lowest level of the chain of command. When ~~such those~~ efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth in any specific policy addressing those areas or the procedures set forth below. ~~Students and employees who believe they have been subjected to sex harassment in violation of Title IX should refer to the board's policy titled "Title IX." Allegations of sex discrimination covered by Title IX will be addressed through the board's Title IX policy.~~

References to "coordinator" in this policy refer to the board-designated coordinator for the applicable area, such as the Section 504 Coordinator for allegations of disability-based discrimination.

A preponderance of the evidence will be required to discipline a party accused of misconduct. This means that the investigator must conclude that it is more likely than not that misconduct occurred.

### **Complaint and Appeal Process.**

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant reasonably believes speaking directly to the person would subject complainant or complainant's student to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, ~~Title IX/504~~ coordinator, superintendent of schools, or president of the board of education, as set forth below. Anyone with questions about the appropriate person to speak with may request clarification from the superintendent.

- a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
  - b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
  - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.
  - d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may also be submitted, at any time during the complaint procedure to the ~~School District's Title IX/504~~applicable coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or ~~to the Title IX/504~~ coordinator, the administrator or ~~Title IX/504~~ coordinator shall first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator or coordinator will promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the ~~staff member~~ respondent involved.
    - 1) If the complainant has not, ~~the administrator or Title IX/504 coordinator will~~ urge the complainant to discuss the matter directly with ~~that staff member~~ the respondent, if appropriate.
    - 2) If the complainant refuses to discuss the matter with the ~~staff member~~ respondent, the administrator or ~~Title IX/504~~ coordinator shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.

- b) Strongly encourage the complainant to reduce his or her concerns to writing.
  - c) Interview the complainant and, if necessary, the respondent against whom the complaint is filed, to determine:
    - 1) All relevant details of the complaint;
    - 2) All witnesses and documents which the complainant believes support the complaint;
    - 3) The action or solution which the complainant seeks.
  - d) Respond to the complainant. If the complaint involved involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or Title IX/504 coordinator received receives the complaint.
4. If either the complainant or the accused party respondent is not satisfied with the administrator's or the Title IX/504 coordinator's decision regarding a complaint her or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal. This provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.
- a) This The appeal must be in writing.
  - b) This appeal must be received by the superintendent no later than ten-three (103) calendar days from the date the administrator or Title IX/504 coordinator communicated his/her decision to the complainant of the decision.
  - c) The For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.

d) ~~Upon completion of this investigation, the~~The superintendent will prepare a written decision and inform provide it to the complainant and any other person entitled by law to receive the appeal decision in writing of his or her decision. ~~If the complaint involved discrimination or harassment~~For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.

5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may involve oversight or discipline of students, staff, or others, unless those involve the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:

- a) When the complaint is about a board policy, not implementation of the policy;
- b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or
- c) When the board is required by law, policy, or contract to hear a complaint or appeal.

~~5. If either the complainant or the accused~~If a complaint involves those limited grounds and a party is not satisfied with the superintendent's decision regarding ~~a~~the complaint or appeal, he or she may appeal the decision to the board.

a)d) This appeal must be in writing.

b)e) This appeal must be received by the board president no later than ten (10) calendar days from the date the

superintendent communicated his/her decision to the complainant.

e)f) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.

e)g) The board president will notify the complainant and any other person legally required to receive the decision in writing of its decision. If the complaint ~~involved~~ involves discrimination or harassment allegations against the Superintendent, the board president shall submit ~~its~~ the decision within 180 calendar days after ~~it received~~ receiving ~~complainant's~~ the written appeal.

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

6. ~~When a formal complaint about the superintendent of schools has been~~ Formal complaints about the superintendent shall be filed with the president of the board. ~~7. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:~~

a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.

a)b) Determine whether the complainant has discussed the matter with the superintendent.

- 1) If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.
  - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
- ~~b) Strongly encourage the complainant to reduce his or her concerns to writing.~~
- c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting by the full board.
  - d) Respond to the complainant or appeal. If the complaint or appeal involved-involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.
  - ~~d)e) Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent.~~

**No Retaliation.** The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

**Special Rules Regarding Educational Services and Related Services to Students with Disabilities.** Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with

an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

Complaints about the educational services provided a student with a disability pursuant to a Section 504 plan must be submitted to the school district's 504 Coordinator. The 504 Coordinator will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of Section 504 Parental Rights adopted by the board of education.

Complaints about the educational services provided to a student who is suspected of having a disability must be submitted in writing to the school district's Director of Special Education or to the district's 504 Coordinator. The Director of Special Education or 504 Coordinator will either refer the student for possible verification as a student with a disability or will provide prior written notice of the district's refusal to do so.

**Bad Faith or Serial Filings.** The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Individuals who file complaints (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (c) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

Adopted on: \_\_\_\_\_ September 14, 2015

Revised on: \_\_\_\_\_ August 12, 2019, August 10, 2020

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

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

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

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

B. Construction Projects with an estimated cost of between \$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 200.322~~6~~ and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. This includes a "Buy American" provision that provides that as appropriate and to the extent consistent with law, the District and contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of the Buy American provision must be included in all subawards including all contracts and purchase orders for work or products under this award.

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

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

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

U.S. substantially using agricultural commodities produced in the U.S.

### C. Full and Open Competition

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

### D. Debarment and Suspension

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

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

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

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

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

### F. Record Keeping

#### 1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.
  
  - b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
  
  - c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.
2. Maintenance of Construction Records for Projects Financed with Federal Funds
- a) The District must maintain records sufficient to detail the history of all construction projects financed with federal funds. These records will include, but are not necessarily limited to the following: rationale for the method of construction, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

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

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

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

### C. Favors and Gifts

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

### D. Enforcement

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

## **VII. Financial Management**

### **A. Identification.**

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

### **B. Financial Reporting**

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

### **C. Accounting Records**

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

### **D. Internal Controls**

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

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

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

### C. Record Keeping

#### 1. Record Retention

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

b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit,

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

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

2. Maintenance of Procurement Records

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

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

D. Privacy

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

Adopted on: August 15, 2017

Revised on: August 18, 2018, August 12, 2019, August 8, 2022, August 14, 2023, July 8, 2024

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

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

**I. Applicability of Policy**

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

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

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

**II. Procurement System**

The District maintains the following purchasing procedures.

**A. Responsibility for Purchasing**

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

## **B. Methods of Purchasing**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 5. **Competitive Proposals.**

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

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

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

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

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

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

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

## **E. Debarment and Suspension**

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

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

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

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

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

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

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

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

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

**C. Favors and Gifts**

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

**D. Enforcement**

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

**IV. Property Management Systems**

**A. Property Classifications**

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

than one year and a per-unit acquisition cost ~~which that~~ equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$~~105~~,000.

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

## **B. Inventory Procedure**

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

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

## **C. Inventory Records**

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

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

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

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

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

#### **E. Maintenance**

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

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

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

notify the Federal agency or pass-through entity of any loss, damage, or theft of equipment that will have an impact on the program.

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

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

### **H. Disposal of Equipment**

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

If the item has a current ~~FMV~~ fair market value of \$~~105~~,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency or pass-through entity.

### **I. Equipment Retention**

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

### **J. Equipment and Capital Expenditures**

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

### **J.K. Depreciation**

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

### **V. Financial Management**

## **A. Identification**

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

## **B. Financial Reporting**

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

## **C. Accounting Records**

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

## **D. Internal Controls**

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

## **E. Budget Control**

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

## **F. Payment Methods**

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management

Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

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

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

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

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

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

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

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

2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

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

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

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

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

### **J. Documentation of Personnel Expenses**

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

## **VI. Written Compensation Policies**

### **A. Time and Effort Standards**

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. This includes an employee whose salary is paid with state or local funds but is used to meet a required "match" in a federal program. These documents, known as time and effort records, are maintained in order to charge the costs of personnel compensation to federal grants. Charges to

federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

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

### **B. Time and Effort Procedures**

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

### **C. Fringe Benefits**

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

### **D. Leave**

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

### **E. Unexpected or Extraordinary Circumstances**

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

### **F. Documentation for Personnel Expenses**

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

## **VII. Other Contract Matters.**

### **A. Required Terms**

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

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

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

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

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

### **C. Record Keeping**

#### 1. Record Retention

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

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

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

## 2. Maintenance of Procurement Records

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

## **D. Privacy**

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

Adopted on: ~~August 15, 2017~~ \_\_\_\_\_

Revised on: August 13, 2018, August 12, 2019, November 9, 2020, August 9, 2021, August 8, 2022, August 14, 2023, \_\_\_\_\_

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

**3017**  
**Official Communication with the Public**

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

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

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

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

### 3033

#### [Intentionally Left Blank]

#### ~~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: \_\_\_\_\_  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

## **3053 Nondiscrimination**

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

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

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

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

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

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

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

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

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

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

[The Pregnant Workers Fairness Act \(PWFA\) – requires covered employers to provide reasonable accommodations to qualified](#)

employee's or applicant's known limitations related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions.

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

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

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

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

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

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

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

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

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

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

Adopted on: September 14, 2015

Revised on: August 15, 2017, July 8, 2024

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

## **3057 Title IX**

**Nondiscrimination.** The school district does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates including in admission and employment. Inquiries about Title IX may be referred to the school district's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. The school district's Title IX Coordinator may be contacted at Title IX Coordinator, Dr. Matt Dominy at 2401 Karol Kay Blvd. Seward NE 68434, [matt.dominy@sewardschools.org](mailto:matt.dominy@sewardschools.org), 402-643-2986 The school district's nondiscrimination policy and grievance procedures are included this policy, or can be accessed at: <https://www.sewardpublicschools.org/> To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator.

**Publication Notice.** The school district will include the following notice on its website and in each handbook, catalog, announcement, bulletin, application form, and other places as required by law:

The school district prohibits sex discrimination in any education program or activity that it operates and individuals may report concerns or questions to the Title IX Coordinator. The school district's Title IX policy, notice, and other information may be accessed at the following link: [https://www.sewardpublicschools.org/vnews/display.v/ART/3e495fd52f70b?in\\_archive=1](https://www.sewardpublicschools.org/vnews/display.v/ART/3e495fd52f70b?in_archive=1)

**Retaliation Prohibited.** Retaliation, including peer retaliation, is prohibited in the school district's education program or activity. If the school district has information about conduct that reasonably may constitute retaliation under Title IX, it may be required to treat it as an allegation of sex discrimination. Upon receiving a complaint alleging retaliation, the school district will initiate its grievance procedures or informal resolution process.

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

**Complainant** means an employee, a student, or a parent, guardian, or other individual with the legal right to act on behalf of a complainant who is alleged to have been subjected to conduct that could constitute sex discrimination, including sex-based harassment; or any other person who may have been subjected to sex discrimination when that person was participating or attempting to participate in the school district's education program or activity.

**Complaint** means an oral or written request to the school district that objectively can be understood as a request for the school district to

investigate and make a determination about alleged sex discrimination under Title IX.

**Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. School district officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

**Respondent** means a person who is alleged to have violated the school district's prohibition on sex discrimination. When a sex discrimination complaint alleges that the school district's policy or practice discriminates on the basis of sex, the school district is not considered a respondent.

**Sex-based harassment** prohibited by this part is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex that is:

**Quid pro quo harassment.** An employee, agent, or other person authorized by the school district to provide an aid, benefit, or service under the school district's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;

**Hostile environment harassment.** Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the school district's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

- The degree to which the conduct affected the complainant's ability to access the school district's education program or activity;
- The type, frequency, and duration of the conduct;
- The parties' ages, roles within the school district's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
- The location of the conduct and the context in which the conduct occurred; and

- Other sex-based harassment in the school district's education program or activity.

**Sexual assault** meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;

**Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

- **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
- **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
- **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

**Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.

- **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
- **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

**Dating violence** meaning violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined

based on a consideration of the length and type of relationship and the frequency of interaction between the persons involved in the relationship;

**Domestic violence** meaning felony or misdemeanor crimes committed by a person who:

- Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the school district, or a person similarly situated to a spouse of the victim;
- Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
- Shares a child in common with the victim; or
- Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction

**Stalking** meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others or suffer substantial emotional distress.

## **Response to Sex-based Harassment.**

**All Employees.** All school district employees must notify the Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination, including sex-based harassment under Title IX.

**Title IX Coordinator.** The school district will designate and authorize at least one employee as the school district's "Title IX Coordinator," to coordinate the school district's efforts to comply with its responsibilities under Title IX and this policy. The superintendent or Title IX Coordinator is authorized to delegate specific duties to one or more designees.

For conduct that could constitute sex-based harassment, the Title IX Coordinator must take the following actions:

- Offer and coordinate supportive measures for the complainant and for the respondent;
- Notify the complainant or the individual who reported the conduct of the grievance procedures and, if appropriate, the informal resolution process.
- Take other appropriate steps to avoid the recurrence of sex discrimination and restore or maintain equal access to the school district's programs and activities.

**Supportive Measures.** The school district will provide supportive measures, as appropriate, in cases involving sex-based harassment. These measures may include but are not limited to: counseling; extending deadlines; increased supervision; no-contact directives; leaves of absence; changes in class, work, or activities, regardless of whether there is a comparable alternative; and training and education programs related to sex-based harassment. Supportive measures may be continued, modified, or discontinued at the conclusion of any grievance process. Supportive measures will not be disclosed to anyone other than the person to whom they apply and others, including school officials, who need to know the supportive measures to implement them.

**Requests to Modify Supportive Measures.** A complainant or respondent may request modification or reversal of the school district's decision to provide, deny, change, or terminate supportive measures applicable to them. Requests must be made to the Title IX Coordinator in writing, and an impartial individual will review the request.

**Students with Disabilities.** If the complainant or respondent is a student with a disability, the Title IX Coordinator will consult with one or more members of the student's IEP or Section 504 team to determine compliance with those laws while implementing supportive measures and all other requirements of this policy and Title IX.

**Emergency Removal.** The school district is authorized to remove a respondent from the school district's education program or activity on an emergency basis, provided that the school district undertakes an individualized safety and risk analysis; determines that an imminent and serious threat to the health or safety of a complainant or other persons arising from the allegations of sex discrimination justifies removal; and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

**Administrative Leave.** The school district is authorized to place an employee respondent on administrative leave from employment responsibilities during the pendency of the school district's grievance procedures.

**Informal Resolution.** The school district may offer an informal resolution process unless the complaint includes allegations that an employee engaged in sex-based harassment of a student or informal resolution would be contrary to law. Prior to initiating informal resolution, the parties will be provided with notice of the allegations. Participation in informal resolution is voluntary, and any informal resolution will include consent from the complainant and respondent, the ability to withdraw from the process, and the right to resume the grievance

process. If an agreement is reached, it precludes the parties from initiating or resuming the grievance process.

The informal resolution facilitator will not be the same person as the investigator or the decisionmaker in the school district's grievance procedures. Potential terms that may be included in an informal resolution agreement include but are not limited to restrictions on contact, restrictions on participation in programs or activities, and disciplinary sanctions.

If informal resolution is offered, the school district will maintain all evidence gathered, communications about the informal resolution process, and the agreement reached. This information will be disclosed to outside individuals only as permitted by law and if required to implement the requirements of the agreement or Title IX. If no agreement is reached, only relevant and permissible evidence received during the informal resolution process will be considered during the grievance process.

**Grievance Procedures to Resolve Complaints of Sex Discrimination.** Any person designated as Title IX Coordinator, investigator, or decision maker will not have a conflict of interest or bias for or against any party, generally or specifically. The decisionmaker may be the same person as the Title IX Coordinator or investigator.

**Complaint.** Complaints of sex-based harassment may only be made by a complainant; a parent, guardian, or other individual with the legal right to act on behalf of a complainant; or the Title IX Coordinator. Complaints of sex discrimination (excluding complaints of sex-based harassment) may be made by any person who was participating or attempting to participate in the school district's education program or activity at the time of the alleged sex discrimination.

**Complaint by Coordinator.** In the absence of a complaint made by any other individual, the Title IX Coordinator will determine whether to initiate a complaint of sex discrimination. The Title IX Coordinator must consider, at a minimum, the following factors:

- The complainant's request not to proceed with the initiation of a complaint;
- The complainant's reasonable safety concerns regarding the initiation of a complaint;
- The risk that additional acts of sex discrimination would occur if a complaint is not initiated;
- The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;

- The age and relationship of the parties, including whether the respondent is an employee of the school district;
- The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
- The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and
- Whether the school district could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

If the Title IX Coordinator initiates a complaint, they will notify the complainant prior to doing so and address reasonable concerns about the complainant’s safety or the safety of others, including by providing supportive measures.

**Consolidation of Complaints.** The school district may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances. When more than one complainant or more than one respondent is involved, references in this section to a party, complainant, or respondent include the plural, as applicable.

**Basic Procedures.** This grievance procedure is governed by the following basic requirements:

- A respondent is presumed not responsible for the alleged sex discrimination until a determination is made at the conclusion of the grievance procedure;
- The school district will treat the complainant and respondent equitably throughout the grievance process;
- The school district will take reasonable steps to protect the privacy of individuals participating in the grievance process in a manner that does not restrict the parties from obtaining and presenting evidence, speaking to witnesses, consulting with family members or advisors, or otherwise participating in the grievance process;
- The District will use the following timelines for each complaint, but the Title IX Coordinator or designee may extend them as needed:

<b>Major Stage</b>	<b>Target Duration</b> (calendar days)
Completion of the school district’s decision whether to dismiss or investigate a complaint of sex discrimination	1-15

Investigation	1-30
Determination	1-30
Appeal	1-20

**Notice of Allegations.** Upon initiation of the grievance procedure, the school district will provide notice of the allegations to the parties whose identities are known. The notice will include a copy of this policy; the parties involved in the incident(s); the conduct alleged to constitute sex discrimination; and the date(s) and location(s) of the alleged incident(s), if available. Retaliation is prohibited.

If the school district decides to investigate additional allegations of sex discrimination that are not included in the initial notice, the school district will provide notice of the additional allegations to the parties.

**Complaint Investigation.** The burden is on the school district to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The individual investigating and deciding the complaint will:

- Provide an equal opportunity for the parties to present fact witnesses and relevant and permissible evidence;
- Objectively review all evidence gathered through the investigation and determine what evidence is relevant and permissible;
- Provide each party with an accurate description of the relevant and permissible evidence, and upon request, copies of this evidence;
- Provide the parties a reasonable opportunity to respond to the evidence;
- Use a process that enables the decisionmaker to question parties and witnesses to adequately assess a party's or witness's credibility, but credibility will not be based upon any individual's status as a complainant, respondent, or witness; and
- Take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. For purposes of this paragraph, disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

**Relevant and Permissible Evidence.** The school district will consider relevant and permissible evidence. Relevant evidence is evidence related to the allegations of sex discrimination under investigation as part of the grievance procedure. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred,

and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.

Generally relevant evidence is permissible, but does not include:

- Evidence that is protected under a privilege as recognized by Federal or State law;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional in connection with the provision of treatment to the party or witness unless the school district obtains that party's or witness's voluntary, written consent for use in this grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless that evidence is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude a determination that sex-based harassment occurred.

**Determining Whether Sex Discrimination Occurred.** The school district will:

- Use the preponderance of the evidence standard of proof, that it is more likely than not, to determine whether sex discrimination occurred;
- Use only relevant and permissible evidence to reach a determination;
- Notify the parties in writing of the determination whether sex discrimination occurred, including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal, if applicable;
- If there is a determination that sex discrimination occurred, coordinate and provide remedies to restore equal access, coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions, and require the Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur;
- Not discipline a party, witness, or others participating in a school district's grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the school district's determination whether sex discrimination occurred.

**Dismissal of a Complaint.** A complaint of sex discrimination made through the grievance procedure may be dismissed for any of the following reasons:

- The school district is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in the school district's education program or activity and is not employed by the school district;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the school district determines that without the complainant's withdrawn allegations, the remaining alleged conduct would not constitute sex discrimination even if proven;
- The school district determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint under this paragraph, the school district must make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the school district will promptly notify the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the school district must also notify the respondent of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing.

The school district will notify the complainant that a dismissal may be appealed and provide the complainant with an opportunity to appeal the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the school district must also notify the respondent that the dismissal may be appealed on the bases set out in this policy. Upon the dismissal of a complaint, at a minimum, the school district will:

- Offer supportive measures to the complainant, and offer supportive measures to the respondent if the respondent has been notified of the complaint;
- Require its Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the school district's education program or activity.

**Appeal.** The school district will provide the parties the opportunity to appeal the decisionmaker's written determination or a dismissal of a complaint, on the grounds identified below. The school district will implement appeal procedures equally for the parties, including a reasonable and equal opportunity to make a statement in support of or challenging the outcome

being appealed. Appeals under Title IX, like other comparable proceedings, will be handled consistent with the school district's general complaint policy.

**Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the superintendent within three (3) calendar days of the party's receipt of (1) the written determination of whether sex discrimination occurred from which the appeal is taken, or (2) the written dismissal of the complaint from which the appeal is taken.

**Notice of Appeal Filed By Party.** The Notice of Appeal must include (a) the name of the party or parties appealing, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from the following subsection) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy and Title IX.

**Appeals of Dismissals.** If a dismissal is appealed, the school district will provide notice of the allegations to the complainant and respondent if not provided previously.

**Appeal Decision.** The decisionmaker for the appeal will be an individual who did not take part in the investigation, determination, and/or decision to dismiss the complaint. The appeal decisionmaker will notify the parties of the result of the appeal and the rationale for the result.

**Disciplinary Sanctions and Remedies.** If it is determined that sex-based harassment occurred, the school district may impose disciplinary sanctions that may include suspension, expulsion, mandatory reassignment, adverse employment action up to and including termination, or any other actions regarding student behavior that are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include 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.

**Superintendent Authorized to Contract.** The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the school district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

**Recordkeeping.** The school district will maintain the following documents for a period of at least seven years:

- For each complaint of sex discrimination, records documenting the informal resolution process or grievance procedures and the outcome.
- Records documenting the actions the school district took to meet its obligations under Title IX for any allegation of sex discrimination.
- All materials used to provide training as required by this policy. The school district will make these training materials available upon request for inspection by members of the public.

Adopted on: August 10, 2020

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

Revised on: August 8, 2022

## **3059 Audio and Video Recording**

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

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

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

**Recordings Made by Parents/Guardians and Patrons.** Parents/guardians and patrons may make recordings of school activities in a non-disruptive manner including things like athletic contests and school board meetings to the extent permitted by law unless otherwise lawfully restricted by the administration. Parents/guardians or patrons may not make recordings if they are volunteering or visiting school during the school day without permission of the administration or supervising staff member and subject to this policy, such as recording their child's classroom activities or recess. Parents may not record meetings with administrators or staff, including meetings related to a student's IEP or 504 plan. Violation of this policy will result in immediate termination of any meeting that is being recorded and may be grounds for exclusion from school 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: ~~September 1, 2016~~  
Revised on: August 12, 2019, August 9, 2021, August 14, 2023,  
Reviewed on: \_\_\_\_\_

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

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

**I. Qualifying for Leave**

**A. Qualified Employees**

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

Nebraska Family Military Leave Act and should consult policy 4011.1.

**B. Qualified Circumstances Necessitating Leave**

1. The school district will grant an eligible employee up to a total of 12 workweeks of **unpaid** leave under the following conditions:
  - a. For birth of a son or daughter, and to care for the newborn child;
  - b. For placement of a son or daughter with the employee for adoption or foster care;
  - c. To care for the employee's spouse, son, daughter, or parent with a serious health condition;
  - d. Because of a serious health condition that makes the employee unable to perform the functions of his or her job; or
  - e. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation
  
2. The school district will grant an eligible employee who is the spouse, son, daughter, parent or next of kin of a Covered Servicemember a total of 26 workweeks of **unpaid** leave during a 12-month period to care for the service member as permitted under the FMLA. The leave described in this paragraph shall only be available during a single 12-month period.

For purposes of this provision and this policy, "Covered Servicemember" includes both Military

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

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

### **C. Limitations on Leave**

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

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

#### **D. Qualifying Notice and Certification**

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

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

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

**E. Scheduling Leave**

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

**II. Relationship with District During Leave**

**A. Leave to Be Unpaid**

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

**B. Substitution of Paid Leave**

1. The school district requires employees to substitute any accrued paid vacation leave, paid personal leave, paid family leave, paid medical leave or paid sick leave for FMLA leave. However, nothing in this policy shall require the school district to provide paid sick or medical leave in any situation in which the school district would not normally provide such paid leave.

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

**C. Group Health Plan Benefits**

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

**D. Intermittent or Reduced-Schedule Leave**

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

serious health condition, or to care for a covered Veteran or Military Member, an eligible employee may take leave intermittently or on a reduced-leave schedule when medically necessary.

- c. When leave is taken by an eligible employee because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation, the employee may take leave intermittently or on a reduced-leave schedule.
- d. When leave is taken by an eligible employee to care for a Covered Servicemember, including a Veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness
- e. Intermittent or reduced leave shall not result in a reduction in the employee's total amount of leave beyond the amount of leave actually taken.
- f. When an instructional employee seeks to take intermittent leave in connection with a family or personal illness (e.g. physical therapy or periodic care for a sick relative) or to care for a covered Veteran or Military Member, and when such leave would constitute at least 20 percent of the total number of working days in the period

during which the leave would extend, the school district may require the employee to elect to take leave in a block, instead of intermittently, for the entire period or to transfer to an available alternative position within the school system that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave.

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

### **III. Return from Leave**

#### **A. Restoration to Position**

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

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

**B. Denial of Restoration**

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

**C. Failure to Return from Leave**

If an employee fails to return from FMLA leave after the period of leave to which the employee is entitled has expired, the employee shall reimburse the district

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

#### **IV. Notice to Employees**

**A.** The school district will post in conspicuous places where employees are employed notices explaining the FMLA and providing information concerning the procedures for filing complaints of FMLA violations with the U.S. Wage and Hour Division.

~~**B.** When an employee provides notice of the need for FMLA leave, the school district shall provide the employee with a copy of the "section 301(c) notice" which is attached to this policy.~~

~~**B.**~~ **C.** To the extent that any provision in this policy is in any manner inconsistent with the provisions of the Act or the regulations promulgated thereunder, the Act and regulations shall prevail over the provisions of this policy. The school district reserves the right to modify this policy from time to time in its sole discretion.

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

Adopted on: June 14, 2010

Revised on: October 14, 2013, August 15, 2017

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

**404853**  
**Conflict of Interest**

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

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

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

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

3. Employing Members of the Immediate Family.

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

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

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

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

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

- i. When assessing whether a conflict of interest exists, qualifying staff members should assess whether the benefit or detriment identified is distinguishable from the effects of such action on the public generally or a broad segment of the public.
- ii. If qualifying employees are unsure as to whether a conflict of interest exists, they may apply to the Nebraska Political Accountability and Disclosure Commission for an opinion as to whether they have a conflict of interest.
- c. Qualifying employees who determine that a conflict of interest does exist under this policy shall:
  - i. Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;
  - ii. Deliver a copy of the statement to the secretary of the board of education, who shall enter the statement onto the public records of the school district; and
  - iii. Abstain from participating in the matter in which the employee has a conflict of interest.
- d. This subsection does not prevent a qualifying employee from making or participating in the making of a decision to the extent that the employee's participation is legally required for the action or decision to be made.
- e.

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

Adopted on: October 14, 2013\_\_\_\_\_

Revised on: August 15, 2017\_\_\_\_\_

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

## **5001 Compulsory Attendance and Excessive Absenteeism**

### **Required Attendance**

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

### **Mandatory Attendance Age**

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

### **Exceptions**

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

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

### **Discontinuing Enrollment – 5 Year Old Students**

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

## **Discontinuing Enrollment – 16 and 17 Year Old Students**

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

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

## **Attendance Officer**

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

## **Excused Absences<sup>[1]</sup>**

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

1. Physical or mental illness of the student (a physician's verification is required after four (4) consecutive days of absence for illness)
2. Severe weather
3. Medical appointments for the student
4. Death or serious illness of the student's family member

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

### **Excessive Absenteeism**

When a student receives 5 unexcused absences or the hourly equivalent in any semester, the Attendance Officer will follow the attached procedure for addressing barriers to the student's attendance.

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

Adopted on: June 14, 2010

Revised on: November 14, 2011, August 12, 2012, October 12, 2013, August 11, 2014, August 15, 2017

Reviewed on: August 14, 2023

**[NOTE TO BE DELETED: THERE ARE THREE CHOICES FOR  
OPTION TRANSPORTATION BELOW; SELECT ONE AND DELETE  
THE OTHERS]**

**5005**

**~~Option~~ Transportation**

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

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

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

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

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

**[OPTION 1]. Option Transportation.** The board of education does not provide transportation services or mileage reimbursement for option-enrolled students unless otherwise required by law

**[OPTION 2] Option Transportation.** The board of education provides transportation to option students only if (a) the option student lives on an existing bus route or (b) the option student makes arrangements to be picked up and dropped off at preexisting stops along an existing bus route. The district does not provide mileage reimbursement for option-enrolled students unless otherwise required by law.

**[OPTION 3] Option Transportation.** The board of education shall annually set the rate for transportation services for option-enrolled students. Such transportation may only be enacted if there is mutual agreement between the school district and the parent or legal guardian of the option student. If such agreement is reached, the stops at the option homestead will be recorded by the school vehicle operator and a billing fee will be assessed to the parent or legal guardian on an annual basis. If two or more option students from the same homestead use school transportation, the district will charge for each trip made. Under no circumstances will an option student(s) be provided school transportation to and from his/her homestead if the result of such transportation (1) necessitates the addition of a third bus route and/or (2) increases the time necessary to run the complete bus route beyond the limit of one hour.

If the option student resides within the distance of one mile of the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.\_\_\_\_ per mile per stop.

If the option student resides a distance greater than one mile but less than or equal to two miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.\_\_\_\_ for the first mile and \$.\_\_\_\_ for the additional mile per stop.

If the option student resides a distance greater than two miles but less than or equal to three miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.\_\_\_\_ for the first two miles and \$.\_\_\_\_ for the additional mile, per stop.

If the option student resides a distance greater than three miles but less than or equal to four miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.\_\_\_\_ for the first three miles and \$.\_\_\_\_ for the additional mile, per stop.

If the option student resides a distance greater than four miles but less than or equal to five miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.\_\_\_\_ for the first four miles and \$.\_\_\_\_ for the additional mile, per stop.

For distances greater than five miles from the route used to reach a homestead which is a regular bus stop for a resident student, the same formula used to determine the above quoted rates will be used to determine the fee.

Students who qualify for free lunch may be entitled to transportation or mileage reimbursement pursuant to state law.

Adopted on: June 14, 2010

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.~~

## **5052 School Wellness**

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

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

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

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

- a. The school district's curriculums shall include instruction on physical activity and habits for healthy living.
- b. Students will be encouraged to engage in physical activities throughout the school day and will be provided with opportunities to do so.

- c. The district encourages parents and guardians to support their children's participation in physical activity, to be physically active role models, and to include physical activity in family events.

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

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

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

- a. The district will ensure that student access to foods and beverages meet federal, state and local laws and guidelines including, but not limited to:

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

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

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

**6. Food and Beverage Marketing**

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

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

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

## 7. Public Participation

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

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

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

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

c. Fundraiser Exemptions. A special exemption is allowed for the sale of food and/or beverages that do not meet the competitive food standards as required in this section for the purpose of conducting an infrequent school-sponsored fundraiser. The specially exempted fundraisers must not take place more than the frequency specified by NDE during

such periods that schools are in session. No specially exempted fundraiser foods or beverages may be sold in competition with school meals in the food service area during the meal service.

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

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

a.

~~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: September 14, 2015  
 Revised on: June 12, 2017, August 14, 2023  
 Reviewed on: \_\_\_\_\_

## 6025 Student Cell Phone and Other Electronic Devices

~~[THIS POLICY CONTAINS SEVERAL OPTIONS. THERE ARE MORE PERMISSIVE OPTIONS AND MORE RESTRICTIVE OPTIONS. YOU SHOULD SELECT AND MAKE ANY NECESSARY CHANGES TO ONLY ONE OPTION AND DELETE THE REST]~~

~~(USE AT SCHOOL OPTION)~~

Students ~~can use~~ ~~may use~~ cell phones or other electronic devices only as outlined in the student handbook while at school, so long as they do so safely, responsibly and respectfully and comply with all other school rules while using these devices.

By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when permitted by law.

Students may not have cell phones or electronic devices on while they are in locker rooms, restrooms, or any other area in which others may have a reasonable expectation of privacy.

The taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (including things like texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person engaged in these activities while on school grounds, in a school vehicle or at a school activity will be subject to the disciplinary procedures of the student code of conduct.

While on school property, at a school activity, or in a school vehicle, students may not use their cell phones or electronic devices to bully, harass, or intimidate any other person as governed by the student code of conduct.

Students shall be personally and solely responsible for the security of their electronic devices. The district is not responsible for theft, loss or damage of any electronic device, including any calls or downloads.

Students who violate this policy may have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after meeting with the parent or guardian to discuss the rule violation. Students who violate this

policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.

**~~(ONLY BEFORE/AFTER SCHOOL AND DURING PASSING AND LUNCH OPTION)~~**

~~Students are prohibited from using cellular phones or other electronic devices while at school, except as provided in this policy or as deemed appropriate by a student's education team.~~

~~Students may use cell phones or other electronic devices on school sidewalks and in the common areas of the school before and after school, during passing periods, and during lunch so long as they do not create a distraction or a disruption and comply with all other policies and handbook provisions.~~

~~By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when the staff determines that such a search is reasonable or necessary.~~

~~Students may not have cell phones or electronic devices while they are in locker rooms, classrooms, or restrooms. During school hours student cell phones or electronic devices must remain in lockers, backpacks, or be locked in a personal vehicle. Students may use cell phones or other technology in classrooms only with the express permission of the classroom teacher.~~

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

~~Students may not use cell phones or electronic communication devices while riding in school vehicles, including listening to music, unless they have permission to do so from the driver or other adult responsible for their supervision.~~

~~Students shall be personally and solely responsible for the security of their cell phones and pagers. The district is not responsible for theft, loss or damage of a cell phone or any calls made on a cell phone.~~

~~Students who violate this policy or other school rules will have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after discussing the rule violation with the student and parent or guardian.~~

~~Students who violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.~~

### **(YONDR BAG OR OTHER STORAGE SYSTEM OPTION)**

~~Students may use cellular phones or other electronic devices while at school, so long as they do so safely, responsibly and respectfully and comply with all other school rules while using these devices.~~

~~By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when permitted by law.~~

~~Students may not have cell phones or electronic devices on while they are in locker rooms, restrooms, or any other area in which others may have a reasonable expectation of privacy.~~

~~Students may not use cellular phones in any classroom unless deemed appropriate by a student's education team. [INSERT YOUR STORAGE SYSTEM HERE; FOR EXAMPLE: The District will provide each student with a Yondr bag, and students must lock their cellular phone in the Yondr bag upon entering a classroom. The student may unlock the bag upon exiting the classroom at the end of the class period.]~~

~~The taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (including things like texting, sexting, e-mailing, etc.) may constitute a crime under state and/or federal law. Any person engaged in these activities while on school grounds, in a school vehicle or at a school activity will be subject to the disciplinary procedures of the student code of conduct.~~

~~While on school property, at a school activity, or in a school vehicle, students may not use their cell phones or electronic devices to bully, harass, or intimidate any other person as governed by the student code of conduct.~~

~~Students shall be personally and solely responsible for the security of their electronic devices. The district is not responsible for theft, loss or damage of any electronic device, including or any calls or downloads.~~

~~Students who violate this policy may have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after meeting with~~

~~the parent or guardian to discuss the rule violation. Students who violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.~~

(COMPLETE BAN OPTION)

~~Students may NOT use cellular phones or other electronic devices while at school during school hours.~~

~~Any student who is found to be in possession of any cellular phone, or other electronic device (AirPods, personally owned tablet, gaming device, etc) during school hours is in violation of this policy and the student code of conduct.~~

~~Staff who discover students in possession of a cellular phone or electronic device while at school during the school day will immediately confiscate the device and turn it into the administration.~~

~~In addition to the disciplinary consequences imposed, a parent or legal guardian of the offending student must pick up the confiscated devices from the office in person. The administration will return the device to the parent or guardian, after meeting with the parent or guardian to discuss the rule violation.~~

~~Students who repeatedly violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including expulsion.~~

Adopted on: July 11, 2011\_\_\_\_\_

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

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

## **6031 Emergency Exclusion**

**Grounds for Emergency Exclusion.** Any student may be excluded from school in the following circumstances subject to the procedural provisions governing short term suspension found elsewhere in these policies or state law:

(a) If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or

(b) If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

Any emergency exclusion shall be based upon a clear factual situation warranting it and shall last no longer than is necessary to avoid the dangers that prompted the exclusion.

**Extension of Exclusion.** Pursuant to the Student Discipline Act, the principal has the authority to exclude a student from school for up to five school days on an emergency basis. If the superintendent or superintendent's designee determines that it is appropriate to consider the extension of an exclusion beyond five days, such consideration shall be made according to the procedures set forth below.

**Notification of Student's Parent(s) or Guardian(s).** The superintendent or the superintendent's designee shall notify the student's parent(s) or guardian(s) that the principal has proposed the extension of the exclusion. If the initial notice is oral, the superintendent shall confirm it in writing. The notice shall include notice of a recommended hearing examiner and an alternate hearing examiner for consideration by the parent(s) or guardian(s) if a hearing is requested.

**Opportunity to Request a Hearing.** The student's parent(s) or guardian(s) may submit an ~~oral~~ request for a hearing on the proposed extension of the exclusion within one school day~~two school days~~ of receiving the ~~initial~~ notice of the proposed extension. ~~If the initial request for a hearing is oral, they shall confirm the request in writing.~~

**Failure to Request a Hearing.** If the parent(s) or guardian(s) do not request a hearing within two school days of receiving oral or written notice, the proposed extension of the exclusion shall automatically go into effect.

**Appointment and Qualifications of a Hearing Examiner.** The parent(s) or guardian(s) shall notify the superintendent within one school day of receiving notice of the recommended extension and proposed hearing examiner and alternate hearing examiner if the alternate hearing examiner is preferred.

~~If the parent(s) or guardian(s) request a hearing, the superintendent shall appoint a hearing examiner upon receiving a request for a hearing. The hearing examiner may be any person who did not bring charges against the student, is not to be a witness at the hearing, and has no involvement in the charge.~~

**Hearing Examiner's Notice to Parent(s) or Guardian(s).** The hearing examiner shall promptly give written notice of the time, date and place of the hearing. The hearing will be held within tenfive school days after the initial date of exclusion; school district receives the initial oral or written request; provided, the hearing may be held more than five school days after receipt of the request upon a showing of good cause. No hearing will be held on less than two (2) school days' notice unless otherwise agreed to by the student's parent(s) or guardian(s) and school officials.

**Continued Exclusion.** If a hearing is requested, the principal may determine in his or her sole discretion that the student shall remain excluded from school until the hearing officer makes a recommendation to the superintendent.

**Examination of Student's Records and Affidavits.** Prior to the hearing, the student and his/her parent(s) or guardian(s) shall have the right to examine and have school officials explain the student's records and any affidavits that will be used by school officials at the hearing.

**Attendance at Hearing.** The hearing may be attended by the hearing examiner, the principal (or designee), the student, and the student's parents or guardian(s). The student may be represented at this hearing by a representative of the family's choice.

**Student's Witness(es).** The student and his/her parent(s) or guardian(s) may ask any person with knowledge of the events leading up to the sanction or with general knowledge of the student's character to testify on behalf of the student. If school personnel or other students are requested to testify by the student's parent(s) or guardian(s), the hearing officer shall endeavor to help obtain the presence of such witnesses at the hearing.

**Right to Know Issues and Nature of Testimony.** The student and his/her parent(s) or guardian(s) have the right to request in advance of the hearing the issues which the administration will propose in support of the extension, and the general nature of the testimony of any administrative or expert witnesses.

**Presence of Student and Witnesses at the Hearing.** The student and witnesses may be excluded at the discretion of the hearing examiner in accordance with state statutes. The student may speak in his/her own defense and may be questioned on such testimony, but may choose not to testify. The school district shall make available to testify at the hearing any employee who is a witness to the matter upon request from the parent(s) or guardian(s).

**Sworn or Affirmed Testimony.** The principal or his or her designee shall present evidence supporting the recommended extension ~~of the exclusion~~. Witnesses will give testimony under oath of affirmation, and may be questioned.

**Hearing Examiner's Report and Recommendations.** The hearing examiner shall prepare a report of his or her findings and recommendations, and forward the report to the superintendent.

**Superintendent's Decision.** The superintendent will review the hearing examiner's report and determine whether to extend the exclusion. He or she shall have the decision delivered or sent by registered or certified mail to the student, student's parent(s), or guardian(s). If the superintendent decides to extend the exclusion, the extension will take effect immediately.

Adopted on: June 14, 2010

Revised on: August 11, 2014, August 13, 2018

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

## 6040

### Prekindergarten (Preschool or Early Childhood) Program

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

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

**Age Participation.** The program will be available to children of the following ages:

- Children who are 3 years of age before July 31 of the enrollment year;
- Children who are 4 years of age at the start of the enrollment year; and
- Children who are 5 years of age at the start of the enrollment year, so long as they do not turn 6 years of age prior to January 1 of that year (subject to the participation limitation below).

All enrollment is subject to capacity limitations and enrollment priorities established in this policy.

**Five-Year-Old Participation.** Five-Year-Old Participation.

Participation of 5-year-old students who will not turn 6 prior to January 1 of the enrollment year will be further limited to those **students who have consistently "not yet" met skills in their age band on GOLD but who are not suspected of having a disability.**

**Capacity Limitation.** The maximum capacity for the program is 20 children. In the event where the total number of children registered for the program by July 15 rises above 20, the district will only offer the program to children with the following priority for enrollment:

- 4-year-olds;
- "At-risk" children (as defined by Rule 11);
- Qualified five-year-old students; and
- Three-year-olds.

If the program is at capacity after July 15, further enrollment applications will be denied. Exception: If an "at-risk child" (as defined by Rule 11) moves into

the district and the program is at capacity, the child will be enrolled in the program. The youngest child in the class that is not "at risk" will be withdrawn from the program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **6042 Projection Maps**

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

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

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

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

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

## 6043 Sharing Mapping Data

This policy shall provide for the sharing of information to public safety agencies in order to implement effective emergency response protocols.

**Definition.** Mapping data means maps relating to the school buildings or school property with data for an efficient emergency response.

**Sharing of Mapping Data.** Mapping data shall be shared in an electronic or printable format with public safety agencies that provide emergency services to district property to assist those agencies in responding to an emergency on district property.

**Requirements Related to Mapping Data.** Mapping data shared with public safety agencies pursuant to this policy shall meet the following requirements:

- The mapping data shall be compatible with and able to be integrated into software platforms used by public safety that provide emergency services to the specific school for which the data is provided without requiring:
  - The purchase of additional software by such public safety agencies; or
  - The integration of third-party software to view the data;
- The mapping data shall be a finished map product in a file format easily accessible using a standard or open-source file reader, depending on the needs of the school and the public safety agency;
- The mapping data shall be provided in a printable format;
- The mapping data shall be verified for accuracy, during production and annually, through a walk-through of the school campus;
- The mapping data shall give an indication of what direction is true north;
- The mapping data shall include accurate floor plans overlaid on accurate, verified aerial imagery of the school campus;
- The mapping data shall contain site-specific labeling that matches the structure of school buildings, including room labels, hallway names, external door or stairwell numbers, locations of hazards, key utility locations, key boxes, automated external defibrillators, and trauma kits using standard labeling rules set by the State Department of Education;
- The mapping data shall contain site-specific labeling that matches the school grounds, including parking areas, athletic fields, surrounding roads, and neighboring properties using standard labeling rules set by the State Department of Education; and
- The mapping data shall be overlaid with a grid and coordinates.

**Annual Certification or Updates.** The district shall annually:

- Certify to the appropriate public safety agencies that the mapping data provided pursuant to this policy is accurate; or
- If such information has changed, provide the appropriate public safety agencies with updated mapping data.

**Reimbursement.** The Superintendent shall apply to the State Department of Education in the manner prescribed by the Commissioner of Education for a grant to cover the costs of providing payment to vendors on behalf of the school district to facilitate the implementation of mapping data in accordance with this policy. Such application shall include a copy of this school policy, an estimate from a vendor on the cost of providing such mapping data that meets the requirements of this policy, and any other information the department may require. Alternatively, the Superintendent may apply to and contract with the district's educational service unit in the manner prescribed by the educational service unit for purposes of covering the costs of facilitating mapping data in accordance with this policy.

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

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

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

## **2008 Meetings**

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

### 1. Types of Meetings

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

### 2. Notice

The board shall give reasonable advance publicized notice of the time and place of each of its meetings, which generally will be 48 hours or more in advance of the meeting. Such notice shall be transmitted to all members of the board and to the public.

Notice of regular and special meetings shall be published in a newspaper of general circulation within the district and, if available, on the newspaper's website. Newspapers of general circulation in the district include, ~~but are not necessarily limited to,~~ the **Seward County Independent or Lincoln Journal Star** ~~or the Omaha World Herald~~. Such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting on the school district's website, posting in three prominent places within the school district, or by any other appropriate method designated by the board.

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

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

### 3. Weather Delays

In the event of inclement weather which makes it dangerous or unreasonable for board members or members of the public to attend a meeting for which notice has already been given, such meeting may be postponed by the board president. The board will communicate the delay to members of the public by posting it on the district's website and by following the same communication protocol that the district follows when student attendance at school is called off due to inclement weather. When possible, the board president and superintendent will attempt to communicate the information to local media members and business owners to assist in notifying the public of the delay. Notice of the date, time, and location of the postponed meeting will be advertised as required in the "Notice" section above.

### 4. Minutes

- a. The board shall keep minutes of all meetings showing the time, place, members present and absent, the method(s) and date(s) of the meeting notice, and the substance of all matters discussed.
- b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session, and the record shall state how each member voted, or if the member was absent or not voting.
- c. The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record and shall be published on the school district's website within ten working days of the last meeting or prior to the next convened meeting, whichever occurs earlier. The minutes shall be available on the website for at least six months.

Adopted on: June 14, 2010

Revised on: August 15, 2017, November 9, 2020, August 9, 2022,

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

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

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

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

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

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

Adopted on: \_\_\_\_\_ June 14, 2010

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

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

**30323027**

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

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

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

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

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

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

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

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

- For photocopies, actual added costs may include a reasonably apportioned cost of the supplies, such as paper, toner, other equipment used in preparing the copies, and any additional payment

obligation for the time of contractors necessarily incurred to comply with the copy request.

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

The fee schedule for public records copies is as follows:

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

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

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

Adopted on: ~~\_\_\_\_\_~~ October 14, 2013 ~~\_\_\_\_\_~~

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~~ means a nonresident student who has chosen to attend the school district under the provisions of the option enrollment program.
- b. **Resident School District Defined.** Resident school district ~~shall~~ means the school district in which a student resides or in which the student is admitted as a resident of the school district pursuant to state law.
- c. **Option School District Defined.** Option school district ~~shall~~ means the school district that a student chooses to attend other than his or her resident school district.
- d. **Elementary School Defined.** Elementary school means grades K - 4.
- e. **Middle School Defined.** Middle school means grades 5 - 8.
- e.f. **High School Defined.** High school means grades 9 through 12.

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~~identified as a student with a disability as defined in section 79-1118.01, the application will be evaluated by the director of special education services or the director's designee who must determine if the school district and the appropriate class, grade level, or school building has the capacity to provide 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, or if the student is an option student at the time of such application and applying to become an option student at a subsequent option school district, a release approval from the option school district the student is attending at the time of such application;

ii. When the student's late enrollment into the district meets the standards for acceptance or rejection of option students contained elsewhere in this policy;

**b.** 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 or the option school district the student is attending at the time of application under the following circumstances:

i. When the student has relocated to a different resident school district after February 1

ii. When a student's option school district merges with another district effective after February 1

**b.** The school district shall accept or reject an application from a student under this paragraph using the criteria set forth in this policy and will accept or reject the application within forty-five days.

## **11. Cancellation of Option.**

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

**a.** Attend the option school district until graduation or relocation/re-option in a different resident school district unless the student chooses to return to the resident school district, in which case the student's parent or legal guardian shall timely submit a cancellation form to the school board or board of education of the

option school district and the resident school district for approval for the following year.

- b.** Attend an option school district for not less than one school year unless the student relocates to a different resident school district, completes requirements for graduation prior to the end the school year, transfers to a parochial or private school, or upon mutual agreement of the resident and option school districts cancels the enrollment option and returns to the resident school district.

## **12. Authority of Superintendent.**

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

Adopted on: June 14, 2010

Revised on: September 12, 2016, August 14, 2023,

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

RESOLUTION ON SCHOOL DISTRICT STANDARDS FOR ACCEPTANCE OR REJECTION OF OPTION ENROLLMENT APPLICATIONS WHEREAS, Seward Public Schools is committed to providing an education of high quality to its students in an economically efficient manner; and WHEREAS, the school district's faculty, facilities, and equipment can serve only a limited number of students effectively; and WHEREAS, the Seward Board of Education, in consultation with the administration, has reviewed the school district's faculty, facilities, equipment, interdisciplinary efforts and interrelationships of grades, subjects, and faculty; and has determined the maximum number of students it can serve effectively at any given grade level and in total; NOW, THEREFORE BE IT RESOLVED that the board adopts the following standards for acceptance or rejection of option enrollment applications: Numeric Capacity. The capacity in the following grade levels, programs, classes, and/or school buildings is as follows:

1. Option students will not be accepted into a regular K-3 elementary classroom if the projected enrollment is 21 or more in that classroom.
2. Option students will not be accepted into a regular 4-6 classroom if the projected enrollment is 25 or more in that classroom.
3. Option students will not be accepted into the regular education middle school grade levels (7-8) when the enrollment in that middle school grade is one hundred (125) or more students.
4. Option students will not be accepted into regular education high school grade levels (9-12) when the enrollment in high school reaches six hundred (600) or more students. Other Standards. The school district shall not accept an option student when acceptance of the student:
  - (a) 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;
  - (b) Would require the procurement of new equipment, technology, or furnishings;
  - (c) Would cause or require the rearrangement of caseloads for staff and contracted professionals;
  - (d) Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
  - (e) May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.

After the above resolution was read, board member Curt Sherman moved for passage of the motion. Board member Jerry Rumery seconded the motion. After discussion, and on roll call vote, the following members voted in favor of

the motion: Duer, Dworak, Pekarek, Rumery, Seaman, and Sherman. The following members voted against the motion: \_\_\_\_\_ . The following members did not vote: \_\_\_\_\_ . Having been consented to by a majority of the voting members, the board president declared the motion to have been passed and adopted. Dated this 14th day of December, 2016. Ryne Seaman President, Board of Education

## **5008 Pregnant or Parenting Students**

The District will not discriminate in its education program or activity against any student based on the student's current, potential, or past pregnancy. Students who are pregnant or parenting are encouraged to continue participating in the district's educational and extracurricular programs.

### **I. Accommodations Regarding Attendance and Participation**

#### **A. Generally**

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

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

#### **B. Students with Disabilities**

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

### **C. Title IX**

When a student, or a person with a legal right to act on a student's behalf, informs a District employee of the student's pregnancy or related conditions, the District will inform the student of the Title IX Coordinator's contact information. The employee will also inform the student that the Title IX Coordinator can coordinate actions to prevent sex discrimination and ensure the student's equal access to the District's education program or activity.

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

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

## **II. Accommodations Regarding Lactation and Breastfeeding**

### **A. Accommodations**

1. In order to accommodate lactating and breastfeeding students, the district will provide reasonable opportunities to express breast milk or breastfeed in a place, other than a bathroom, which is shielded from view and free from intrusion from district students, employees, and the public.
2. Students who wish or need to express breast milk on a regular schedule will work with school administrators to create a schedule which

- accommodates the student's needs while facilitating education to the maximum extent possible.
3. The district will provide a location for students to store expressed breast milk in or near the location designated for students to express milk to create the least amount of disruption to the student's participation in class or activities.

## **B. Educational Process**

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

Adopted on: June 14, 2010

Revised on: August 13, 2018

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.

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

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

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.~~

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

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

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

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

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

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

**Confiscation of Firearms and Weapons.** Administrative and teaching personnel are statutorily authorized, without a warrant, to confiscate any firearm or weapon possessed in violation of this policy. Any firearm that is confiscated by school personnel shall be delivered to a peace officer as soon as practicable. Such firearms are subject to being destroyed by law enforcement authorities.

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

## **Long-Term Suspension**

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

## **Expulsion**

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior

to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.

2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.
3. **Suspension of Enforcement of an Expulsion:** Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.
4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students, or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.
5. **Conclusion of Expulsion.** At the conclusion of an expulsion, the school district will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

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

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

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes. The board has determined that the use of synthetic media such as deepfakes may constitute "similar conduct";
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school

function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;

10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
  - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
  - b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
  - c. Violating school bus rules as set by the school district or district staff;
  - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
  - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
  - f. Possession of pornography, including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
  - g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically), including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;

- h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/newcomers; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
- i. Bullying which shall include cyberbullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
- j. Violations of the district's acceptable computer use policy;
- k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- l. Using any object to simulate possession of a weapon;
- m. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation;
- n. Violation of the school's audio and video recording policy; and
- o. Any other violation of any board policy, handbook provision, or rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

1. The decision to recommend discipline shall be made within two school days after learning of the alleged student misconduct. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's parents or guardian 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 10, 2010~~

Revised on: ~~August 11, 2014, August 13, 2018, August 12, 2019, August 10, 2020, August 14, 2023~~

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

**5045**  
**Student Fees**

The school district shall provide free instruction in accordance with the Nebraska State Constitution and the Nebraska statutes. The district also provides activities, programs, and services that extend beyond the minimum level of constitutionally required free instruction. Under the Public Elementary and Secondary Student Fee Authorization Act, the district is permitted to charge students fees for these activities or to require students to provide specialized equipment and attire for certain purposes. This policy is subject to further interpretation or guidance by administrative or board regulations. Students are encouraged to contact their building administration, their teachers or their coaches, and sponsors for further specifics.

**A. Definitions.**

1. "Students" means students, their parents, guardians or other legal representatives.
2. "Extracurricular activities" means student activities or organizations that (1) are supervised or administered by the district; (2) do not count toward graduation or advancement between grades; and (3) are not otherwise required by the district.
3. "Post-secondary education costs" means tuition and other fees associated with obtaining credit from a post-secondary educational institution.

**B. Listing of Fees Charged by this District.**

**1. Guidelines for Clothing Required for Specified Courses and Activities.**

Students are responsible for complying with the district's grooming and attire guidelines and for furnishing all clothing required for any special programs, courses or activities in which they participate. The teacher, coach, or sponsor of the activity will generally provide students with written guidelines that detail any special clothing requirements and explain why the special clothing is required for the specific program, course or activity.

**2. Safety Equipment and Attire.**

The district will provide students with all safety equipment and attire that is required by law. Building administrators will assure that (a) such equipment is available in the appropriate classes and areas of the school buildings, (b) teachers are directed to instruct students in the use of such devices, and (c) students use the devices as required. Students are responsible for using the devices safely and as instructed.

**3. Personal or Consumable Items.**

The district will provide students with personal or consumable items for participation in courses and activities including, but not limited to, pencils, paper, pens, erasers and notebooks. Students who wish to supply their own personal or consumable items may do so, as long as those items comply with the requirements of the district. The district will provide students with facilities, equipment, materials and supplies, including books. Students are responsible for the careful and appropriate use of such property. Students will be charged for damage to school property caused by the student and will be held responsible for the reasonable replacement cost of any school property that they lose.

**4. Materials Required for Course Projects.**

The district will provide students with the materials necessary to complete all basic curricular projects. In courses where students choose to produce a project that requires materials beyond the basic materials provided by the district, the students will furnish the materials, purchase the materials from the school, or purchase the materials from an outside vendor with an order form provided by the school.

The maximum dollar amount charged by the district for course materials shall be:

- Industrial Technology Classes \$15.00
- Art Classes \$15.00
- Ceramics \$15.00
- High School FCS \$20.00
- Band \$10.00
- Outdoor Education – Middle School \$25.00
- Middle School Honor Choir – if selected \$25.00
- Elementary After School Program \$20.00
- Introduction to STS- Career Safe OSHA 10 certification- \$12.50

- Welding Class \$20.00
- ~~Annual Technology () Fee~~ ~~\$5.00~~

## 5. Extracurricular Activities.

The district may charge students a fee to participate in extracurricular activities to cover the district's reasonable costs in offering such activities. The district may require students to furnish specialized equipment and clothing that is required for participation in extracurricular activities, or may charge a reasonable fee for the use of district-owned equipment or attire. Attached to this policy is a list of the fees charged for particular activities. The coach or sponsor will provide students with additional written guidelines detailing the fees charged, the equipment and/or clothing required, or the usage fee charged. The guidelines will explain the reasons that fees, equipment and/or clothing are required for the activity.

The following list details the maximum dollar amount of all extracurricular activities fees and the specifications for any equipment or attire required for participation in extracurricular activities:

- Student activity card **\$25.00**  
*Covers admission to most regular season athletic events*
- Student participation fee **\$25.00**  
*Required of all students who participate in athletics and/or other extracurricular activities (Pay only one fee per year)*
- Middle School Builders Club \$ 3.00
- Football students must provide their own football shoes, and undergarments
- Golf students must provide their own Golf shoes, undergarments, and clubs
- Softball and Baseball students must provide their own shoes, gloves, and undergarments
- Track, Volleyball, Wrestling, Soccer, Bowling and Basketball , students must provide their own \_\_\_\_\_shoes and undergarments
- FFA, FCCLA, FBLA, Key Club, Skills USA Dues

student pay dues of \$20.00  
per activity

- Dance and Cheerleading Students must purchase outfits and shoes selected by the sponsor and/or student group.

## **6. Post-Secondary Education Costs.**

Some students enroll in postsecondary courses while still enrolled in the district's high school. As a general rule, students must pay all costs associated with such post-secondary courses. However, for a course in which students receive high school credit or a course being taken as part of an approved accelerated or differentiated curriculum program, the district shall offer the course without charge for tuition, transportation, books, or other fees. Students who chose to apply for post-secondary education credit for these courses must pay tuition and all other fees associated with obtaining credits from a post-secondary educational institution.

## **7. Transportation Costs.**

The district will charge students reasonable fees for transportation services provided by the district to the extent permitted by federal and state statutes and regulations.

## **8. Copies of Student Files or Records.**

The district will charge a fee for making copies of a student's files or records for the parents or guardians of such student. The Superintendent or the Superintendent's designee shall establish a schedule of student record fees. Parents of students have the right to inspect and review the students' files or records without the payment of a fee, and the district shall not charge a fee to search for or retrieve any student's files or records.

## **9. Participation in Before-and-After-School or Pre-Kindergarten Services.**

The district will charge reasonable fees for participation in pre-kindergarten services offered by the district pursuant to statute.

The maximum dollar amount charged by the district for these services shall be \$3.00 per day.

## **10. Participation in Summer School or Night School.**

The district will charge reasonable fees for participation in summer school or night school and may charge reasonable fees for correspondence courses.

## 11. Charges for Musical Extracurricular Activities.

Students who qualify for fee waivers under this policy will be provided, at no charge, the use of a musical instrument in optional music courses that are not extracurricular activities. For musical extracurricular activities, the school district will require students to provide the following equipment and/or attire:

- Band Students must provide their own instruments and marching band shoes.
- Show Choir Students must purchase outfits and shoes selected by the sponsor and/or student group.

## 12. Contributions for Junior and Senior Class Extracurricular Activities.

Students are eligible to participate in a number of unique extracurricular activities during their last two years in high school, including prom, various senior recognitions, and graduation. In order to fund these extracurricular activities, the school district will ask each student to make a contribution to their class's fund. This contribution is completely voluntary. Students who chose not to contribute to the class fund are still eligible to participate in the extra activities. The suggested donation to the class fund will be \$10.00.

### C. Waiver Policy.

Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for (1) participation in extracurricular activities, (2) materials for course projects, and (3) the use of a musical instrument in optional music courses that are not extracurricular activities. Actual participation in the free or reduced-price lunch program is not required to qualify for the waivers provided in this section. The district is not obligated to provide any particular type or quality of equipment or other material to eligible students. Students who wish to be considered for waiver of a particular fee must submit a completed fee waiver application to their building principal.

### D. Distribution of Policy.

This policy will be published in the Student Handbook or its equivalent that will be provided to students at no cost.

### E. Voluntary Contributions to Defray Costs.

The district will, when appropriate, request donations of money, materials, equipment or attire from parents, guardians and other members of the community to defray the costs of providing certain services and activities to students. These requests are not requirements and staff members of the district are directed to clearly communicate that fact to students, parents and patrons.

### F. Student Fee Fund.

The school board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund that will not be funded by tax revenue, and that will serve a depository for all monies collected from students for (1) participation in extracurricular activities, (2) post-secondary education costs, and (3) summer school or night school courses. Monies in the Student Fee Fund shall be expended only for the purposes for which they were collected from students.

**G. Student Fee Hearing**

Annually the Board of Education of The School District of Seward will hold a public hearing on the student fee policy. Such hearing will include a review of the amount of money collected from students and uses of said fees.

Adopted on: June 9, 2014

Revised on: June 13, 2016, August 13, 2018, [August 12, 2019](#), August 8, 2022, August 14, 2023

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

**6036**  
**Reading Instruction and Intervention Services**

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

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

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

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

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

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

**Deficiency Identification.** Any student in kindergarten through third grade performing below the threshold level as determined by the Nebraska Department of Education shall be identified as having a reading deficiency for purposes of the Nebraska Reading Improvement Act and this policy. A student who is identified as having a reading deficiency shall remain identified as having a reading deficiency until the student performs at or above the

threshold level on an approved reading assessment. Nothing in the Nebraska Reading Improvement Act or this policy shall prohibit a school district from identifying any other student as having a reading deficiency.

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

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

The supplemental reading intervention program may also include:

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

- Strategies and resources to assist with reading skills at home, including parent-training workshops and suggestions for parent-guided home reading; or
- Access to before-school or after-school supplemental reading intervention with a teacher or tutor who has specialized training in reading intervention.

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

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

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

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

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

Adopted on: ~~August 13, 2018~~\_\_\_\_\_

Revised on: August 9, 2021\_\_\_\_\_

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

## **6039 Repeat of Grade at Parent-Guardian Request**

Parents and guardians may request that their student repeat a grade level under the following conditions:

### **Students in Kindergarten through Fourth Grade**

Parents and guardians of students in kindergarten through fourth grade may request that their student repeat the grade level that the student has just completed under the following conditions:

- 1) If the student is at least one year below grade level and behind the child's typically developing peers in reading, English, and language arts such that the child does not possess the necessary academic skills required to succeed in reading, English, and language arts at grade level for the next grade to which the student would otherwise advance; or
- 2) If the student was absent fifty percent or more of the days in which school was in session for students during the school year which the student has just completed; or
- 3) If the student experienced a severe mental or physical illness resulting in hospitalization of two or more weeks during the school year.

### **Students in Fifth through Twelfth Grade**

Parents and guardians of students in fifth through twelfth grade may request that their student repeat the grade level that the student has just completed if the student was absent fifty percent or more of the days in which school was in session for students during the school year which the student has just completed.

### **Procedure for Parent Requests for Student Grade Repetition**

Parents and guardians who seek to have their student repeat the grade level just completed must submit a written request to the student's building principal no earlier than the day after the last scheduled student attendance day of the school year, and no later than two weeks after that date. This deadline may be waived by the superintendent for good cause shown. The request must include written documentation that provides evidence that the parents or guardians believe substantiate that the conditions outlined above have been met.

The principal shall promptly forward the request to the superintendent or his/her designee, along with any building-level information about the student which the principal believes will be relevant to the superintendent or designee in responding to the parents' or guardian's request.

The superintendent or designee shall review the request and promptly schedule a meeting with the parents or guardians. At this meeting, the superintendent or designee shall identify any alternative educational opportunities available to the student, including remedial instruction if applicable, and verify any special education supports available to the student. If the child's parent or guardian still intends to have such child repeat a grade, the parent or guardian shall complete a form prescribed by the Nebraska Department of Education and return the form to the office of the superintendent of schools.

Upon completion of the form and if all requirements pursuant to this policy are met, the school district shall have the child repeat the child's grade for the next school year.

Nothing in this policy modifies the school district's policies on mandatory attendance and reporting excessive absenteeism to the county attorney or other members of law enforcement. Likewise, nothing in this policy shall dictate or direct the provision of special education or related services, including but not limited to any IEP team decision about the appropriate educational placement of a child with a disability under Rule 51 of the Nebraska Department of Education.

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

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

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

## **Board of Education Study Session**

School District of Seward

410 South Street

Seward, NE 68434

Monday, June 10, 2024 5:30 PM

Attendance Taken at 5:33 PM.

Paul Duer:	Present
Matt Hastings:	Absent
Jill Hochstein:	Present
Ryne Seaman:	Present
Danielle Shipley:	Present
Shawn Svoboda:	Present

### 1. Preliminary Procedures

1.1. Call meeting to order & announce Open Meetings Act is Posted

1.2. Public Notice as publicized per board policy

The public notice was publicized in the Seward County Independent and posted at city hall, library and courthouse. The public notice was dated June 5, 2024.

1.3. Roll Call

1.3.1. Action to excuse board members if necessary

Motion to excuse Matt Hastings from tonight's meeting Passed with a motion by Paul Duer and a second by Jill Hochstein.

Paul Duer: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

### 2. Possible Discussion Items

2.1. 2024-2025 Student Handbooks

Dr. Fields and the board discussed changes in the student handbooks.

## 2.2. Safety Update

Dr. Fields gave the board a safety update which included cameras, panic buttons, safe defender and SRO officer.

## 2.3. Budget/ Special Session/Governor

Dr. Fields discussed the unknowns for the upcoming budget due to legislative issues. Ryne Seaman attended the governors town hall meeting and discussed the meeting with the board.

## 2.4. Externships

Matt Dominy, Scott Axt and Rich Eber presented on the Teacher Career Externships that teachers attended on June 5, 2024. The businesses they visited were Nebraska Equipment, WCR, Cattle Bank and Lavander's Auto Body.

## 3. Adjournment

President Seaman adjourned the meeting at 6:43 p.m.

Prepared by:

Heidi Covert

Jill Hochstein

Secretary

## Board of Education Regular Meeting Template

School District of Seward

410 South Street

Seward, NE 68434

Monday, June 10, 2024 7:00 PM

Attendance Taken at 7:00 PM.

Paul Duer: Present  
Matt Hastings: Absent  
Jill Hochstein: Present  
Ryne Seaman: Present  
Danielle Shipley: Present  
Shawn Svoboda: Present

### 1. Preliminary Procedures

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1.3.1. Action to excuse board members if necessary

Motion to excuse Matt Hastings from tonight's meeting Passed with a motion by Danielle Shipley and a second by Paul Duer.

Paul Duer: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

1.4. Pledge of Allegiance

**1.5. 1.5 Mission Seward Public Schools - a district rooted in excellence - in cooperation with family and community members is committed to the development of the whole student**

**and affirms that all students will have the skills to become productive, resilient, and contributing members of their community.**

#### 1.6. Approval of Agenda

Motion to approve the agenda as presented Passed with a motion by Paul Duer and a second by Shawn Svoboda.

Paul Duer: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

#### 1.7. Alternative School Graduation

Kelsey Cole completed the requirements at Seward High School and received her high school diploma from President Seaman.

#### 2. Student Fees Hearing-Review Fees and receipted and expensed during the 2023-2024 school year and request input from the public in regard to potential policy changes

There was none.

#### 3. Public Forum: (The Board President reserves the right to place time limits on individuals and topics.)

3.1. Public Forum on Agenda Items: This is your opportunity to speak to items on the agenda. If you are not a part of the presentation of the agenda item you need to speak now. Thank you for your participation.

Nicole Briggs discussed concerns with the extra-curricular discipline portion of the student handbook.

3.2. Public Forum on Any Topic: This is your opportunity to speak to any topic concerning the school district. Since it is not an agenda item the board cannot discuss or take action at this time on the matter. Future discussion can be requested as an agenda item. Thank you for your participation.

There was none.

#### 4. Reports

##### 4.1. Administrator Reports

Written reports were received from the administrators.

##### 4.2. Superintendent's Report

Dr. Fields discussed the highway construction going on in town. Dr. Fields gave the board a summer project update - Pour and play will now be done in late June. The elementary cafeteria is done with painting and working on removing tile and carpet. All gym floors are done. Cleaning

is in progress throughout the district. They are working on building quiet rooms at the middle school and the bus garage bathroom. The July Board Meeting is on Monday, July 8th and we will meet at 5:30 with only one meeting. Dr. Fields discussed Board Quick Links.

## 5. Discussion Items

## 6. Action Items

### 6.1. Student Handbooks

Motion to approve the student handbooks with the changes of option A to the high school student handbook Passed with a motion by Paul Duer and a second by Jill Hochstein.

Paul Duer: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

### 6.2. Mower

Motion to approve the quote of \$44,548.40 from Midwest Turf and Irrigation for a Ventrac machine and mower Passed with a motion by Jill Hochstein and a second by Shawn Svoboda.

Paul Duer: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

### 6.3. Concrete Bid

Motion to approve the bid up to \$41,546 from Schaefer Concrete Passed with a motion by Shawn Svoboda and a second by Danielle Shipley.

Paul Duer: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

### 6.4. Classified Staff 2024-2025 Package

Motion to approve the classified staff package for the 2024-2025 school year with the starting pay now at \$15.25. Passed with a motion by Paul Duer and a second by Jill Hochstein.

Ryne Seaman: Abstain (With Conflict), Paul Duer: Yea, Jill Hochstein: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

### 6.5. 2024-2025 Middle Management Package

Motion to approve the middle management package for the 2024-2025 school year. Passed with a motion by Paul Duer and a second by Shawn Svoboda.

Paul Duer: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

### 6.6. 2024-2025 Administrative Package

Motion to approve the administrative package for the 2024-2025 school year. Passed with a motion by Danielle Shipley and a second by Paul Duer.

Paul Duer: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

#### 6.7. Superintendent Contract

Motion to approve the superintendent's contract as presented. Passed with a motion by Shawn Svoboda and a second by Paul Duer.

Paul Duer: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

#### 6.8. New Suburban

Motion to approve the quote from Sid Dillion of Crete for \$60,000 from the depreciation fund for a 2024 Suburban. Passed with a motion by Jill Hochstein and a second by Danielle Shipley.

Paul Duer: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

#### 6.9. Interlocal Agreement with the City of Seward

Motion to approve the interlocal agreement as presented between the City of Seward and the School District of Seward for the use of the north water tower to place our radio antenna for our buses. Passed with a motion by Paul Duer and a second by Jill Hochstein.

Paul Duer: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

#### 6.10. Open a money market account

Motion to open a money market account at Jones Bank for the general fund Passed with a motion by Paul Duer and a second by Danielle Shipley.

Paul Duer: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

### 7. Future Agenda Items

Policies

Budget

### 8. Consent Agenda

#### 8.1. Approval of Minutes

#### 8.2. Approval of Financial Reports

##### 8.2.1. Treasurer

##### 8.2.2. Budget

##### 8.2.3. Activities

8.2.4. Athletic

8.3. Approval of Claims

8.3.1. General Fund - \$1,976,695.48

8.3.2. Bond Fund - \$59,082.50

8.4. Approval of Consent Agenda

Motion to approve the consent agenda as presented Passed with a motion by Shawn Svoboda and a second by Danielle Shipley.

Paul Duer: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

9. Adjournment

Motion to adjourn the meeting at 7:44 PM with the next regular board meeting scheduled for Monday, July 8 at 5:30 Passed with a motion by Jill Hochstein and a second by Shawn Svoboda.

Paul Duer: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

Prepared by:

Jill Hochstein

Heidi Covert

Secretary

**SCHOOL DISTRICT OF SEWARD  
TREASURER'S REPORT  
FOR THE MONTH  
ENDED JUNE 30, 2024**

**GENERAL FUND (ACCOUNT NUMBER 100-172)**

Bank Balance		4,891,883.80
Seward County Treasurer--Local Taxes	950,425.98	
Butler County Treasurer--Local Taxes	32,145.93	
Seward Hot Lunch--Reimbursement	72,929.89	
Willow Path--Transportation	750.00	
William Henry School of Arts-Rent	750.00	
Artistry in Motion--Rent	1,350.00	
Village of Staplehurst--Licenses	220.00	
US Treasury--Gas Tax	1,373.42	
ESU 6--Stipends/NCE Reg	1,834.04	
State of Nebraska--SPED	326,844.00	
State of Nebraska--State Aid	246,065.00	
State of Nebraska--SPED Transportation	85,968.00	
State of Nebraska--DS/MIPS	5,120.22	
State of Nebraska--Sixpence	13,612.00	
State of Nebraska--ESSERS III	28,127.00	
State of Nebraska--Stronger Connections	22,291.00	
Jones Bank - Interest	2,153.22	
		<u>1,791,959.70</u>
		6,683,843.50
Disbursements for the Month -----		1,594,509.56
Transfer to the G.F. Money Market Account -----		1,000,000.00
Bank Balance -----		4,089,333.94
Less Outstanding Checks -----		<u>456,961.08</u>
Available Balance -----		<u>3,632,372.86</u>

**GENERAL FUND MONEY MARKET (ACCOUNT NUMBER 60037340)**

Beginning Balance -----		0.00
Transfer to General Fund for Cash Flow Purposes -----		0.00
Transfer from General Fund-----		1,000,000.00
Interest -----		<u>1,170.41</u>
Bank Balance -----		<u>1,001,170.41</u>

**GENERAL RESERVE FUND (ACCOUNT NUMBER 461-170)**

Beginning Balance -----		1,116,554.61
Transfer to General Fund for Cash Flow Purposes -----		0.00
Interest -----		<u>2,531.98</u>
Bank Balance -----		<u>1,119,086.59</u>

CD #45932 CNB--Interest Rate: 5.39%-Maturity Date 7/29/2024	1,500,000.00	
CD #70003334-JB-Interest Rate: 5.41%-Maturity Date 9/24/2024	<u>700,771.44</u>	
	2,200,771.44	

**TOTAL IN GENERAL RESERVE FUND                    3,319,858.03**

**SCHOOL DISTRICT OF SEWARD  
TREASURER'S REPORT  
FOR THE MONTH  
ENDED JUNE 30, 2024**

**DEPRECIATION FUND (ACCOUNT NUMBER 154--006)**

Beginning Account Balance -----	222,390.03
Deposit: Cattle Bank-----	0.00
Disbursements: -----	0.00
Interest-----	434.79
Bank Balance -----	<u>222,824.82</u>

CD#49403--CB--5.41% DATE DUE 8/02/2024-----	545,150.76
CD#70003335-JB--5.41% DATE DUE 9/24/2024-----	<u>300,000.00</u>

TOTAL CD'S 845,150.76

**TOTAL IN DEPRECIATION FUND ACCOUNTS                    1,067,975.58**

**SPECIAL BUILDING FUND (ACCOUNT NUMBER 10-074-9)**

Beginning Balance -----	248,624.91
Deposits: Seward County Treasurer--Local Taxes-----	11,101.43
Butler County Treasurer--Local Taxes-----	399.06
Disbursements -----	0.00
Interest-----	148.19
Bank Balance -----	<u>260,273.59</u>

**SPECIAL BUILDING FUND MONEY MARKET(ACCOUNT NUMBER 810304)**

Beginning Balance -----	300,000.00
Deposits: Transfer from Special Building Fund acct 100749	0.00
Interest-----	526.68
Bank Balance -----	<u>300,526.68</u>

**TOTAL IN SPECIAL BUILDING FUND ACCOUNTS                    560,800.27**

**UNEMPLOYMENT FUND ACCOUNT (ACCT # 473-633)**

Beginning Balance -----	21,747.12
Interest -----	16.62
Disbursements -----	0.00
Bank Balance -----	<u>21,763.74</u>

**SCHOOL DISTRICT OF SEWARD  
TREASURER'S REPORT  
FOR THE MONTH  
ENDED JUNE 30, 2024**

**GIFTS AND DONATIONS (ACCT # 162036)**

Beginning Balance -----	25,339.97
Interest-----	19.37
Deposit: -----	0.00
Disbursements -----	<u>0.00</u>
Bank Balance -----	<u>25,359.34</u>

**QUALITY CAPITAL PURPOSE UNDERTAKING FUND (ACCT #640-822)**

Beginning Balance -----	40,686.57
Seward County Treasurer & Butler County Treasurer --Local Taxes -----	0.00
Interest -----	17.28
Disbursements -----	<u>0.00</u>
Bank Balance -----	<u>40,703.85</u>

**BOARD REVOLVING FUND (ACCOUNT NUMBER 159-913)**

Beginning Balance -----	10,712.96
Interest -----	5.73
Disbursements -----	<u>0.00</u>
Deposit: SPS-----	<u>6,608.83</u>
Bank Balance -----	<u>17,327.52</u>

**HOT LUNCH FUND (ACCOUNT # 10 353 5)**

Beginning Balance -----	419,839.41
Interest -----	224.08
State of NE Payments -----	23,368.10
Other Receipts -----	5,274.30
Disbursements -----	72,968.99
Bank Balance -----	375,736.90
Amount Due District -----	<u>92,390.70</u>
Available Balance -----	<u>283,346.20</u>

**HOT LUNCH FUND MONEY MARKET (ACCOUNT #810312)**

Beginning Balance -----	300,000.00
Interest -----	526.68
Transfer from Hot Lunch Acct 103535 -----	0.00
Available Balance -----	<u>300,526.68</u>

**TOTAL IN HOT LUNCH FUND ACCOUNTS 583,872.88**

**SCHOOL DISTRICT OF SEWARD  
TREASURER'S REPORT  
FOR THE MONTH  
ENDED JUNE 30, 2024**

**STUDENT FEE FUND (ACCOUNT #668-157)**

Beginning Balance -----	1,291.26
Receipts: Seward High School Activity Fund -----	0.00
Interest -----	0.00
Disbursements-----	<u>0.00</u>
Bank Balance -----	<u>1,291.26</u>

**BOND FUND (ACCOUNT #60000586)**

Beginning Balance-----	1,024,469.67
Seward County Treasurer - Local Taxes-----	104,514.89
Butler County Treasurer - Local Taxes-----	3,755.94
Deposit - Jones-----	0.00
Interest-----	2,416.26
Disbursements-----	<u>59,082.50</u>
Bank Balance -----	<u>1,076,074.26</u>

CD#49101--CNB RATE OF 5.42% DATE DUE 11/26/2024-----	<u>226,055.36</u>
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**TOTAL IN BOND FUND ACCOUNT 1,302,129.62**

**Heidi Covert, Treasurer**

**BUDGET PRINTOUT  
RECAPITULATION  
JUNE 30, 2024**

**RECEIPTS PORTION OF THE 2023-2024 BUDGET**

	AMOUNT BUDGETED	AMOUNT RECEIVED	AMOUNT REMAINING	% RECEIVED TO DATE
RECEIPTS	23,210,000.00	20,893,759.50	2,316,240.50	90.02%
HOT LUNCH		<u>717,307.24</u>		
TOTAL RECEIPTS		21,611,066.74	1,598,933.26	

**EXPENDITURES PORTION OF THE 2023-2024 BUDGET**

CATEGORY	BUDGET	SPENT	REMAINING	% EXPENDED
REG INSTRUCTION	10,800,000.00	8,322,478.89	2,477,521.11	77.06%
SPECIAL ED	3,200,000.00	2,309,243.89	890,756.11	72.16%
SS--PUPILS	1,770,000.00	940,948.50	829,051.50	53.16%
SS-INSTRUCTION	670,000.00	440,813.94	229,186.06	65.79%
GENERAL ADM	465,000.00	291,583.24	173,416.76	62.71%
PRIN ADMIN	1,350,000.00	949,779.41	400,220.59	70.35%
GEN BUSINESS	400,000.00	215,853.06	184,146.94	53.96%
OPER/MAINT	2,380,000.00	1,508,170.49	871,829.51	63.37%
TRANSPORTATION	1,050,000.00	654,102.08	395,897.92	62.30%
FOUNDATION	0.00	7,998.00	-7,998.00	0.00%
TRANSFERS	40,000.00	13,234.57	26,765.43	33.09%
GEN FUND TOTALS	22,125,000.00	15,654,206.07	6,470,793.93	70.75%
FEDERAL FUNDS	1,085,000.00	583,743.27	501,256.73	53.80%
SIXPENCE		149,687.70		
GRAND TOTAL	23,210,000.00	16,387,637.04	6,822,362.96	70.61%
HOT LUNCH	1,090,720.00	781,500.12		
TOTAL	24,300,720.00	17,169,137.16		

**SCHOOL DISTRICT OF SEWARD  
PROPOSED WARRANTS  
JULY 8, 2024**

Salaries for June	Salaries	583,785.65
Jones Bank	FIT/FICA	7,311.17
Tennessee Child Support	Garnishment	9.99
NIC Nebraska	Transportation	532.50
Jones Bank	FIT/FICA	172,934.11
Nebraska Child Support	Garnishment	583.00
ASPIRE	403b	8,000.00
Jones Bank	FIT/FICA	9,645.15
Tennessee Child Support	Garnishment	9.99
NPERS	Retirement	164,444.39
NE Dept. of Revenue	State Tax	28,542.64
Inspira Financial	Section 125	2,530.54
ADA Sports and Rackets, LLC	Supplies	118.43
AGiRepair, Inc	Technology	124.75
J.F. Ahern	Maintenance	960.00
Allo	Phone	172.00
Amazon Capital Services	Supplies	19,789.42
American AED	Supplies	756.00
Ameritas	Vision Insurance	1,113.60
Anson, Harlan	Our Redeemer Title IIA	151.65
Apple Inc	Technology	41,265.00
Association for Middle Level Education	Dues & Fees	74.98
B & H Photo	Curriculum	7,606.66
BEST	Pupil Services	18,524.40
Blick Art Materials	Supplies	1,410.41
Blooket LLC	Subscription	59.88
BlueCross BlueShield	Health Insurance	243,993.08
Brand, Emma	St. John's Title IIA	264.00
Butler County Clinic	Transportation	185.00
CAERT, Inc	E-books	825.00
Campbells Cleaning	Services	12,500.00
Carlson, Maddie	Supplies	19.23
Carolina Biological Supply	Supplies	565.95
CDW-G	Supplies	21,897.42
Cengage Learning	Books	5,932.50
Central Nebraska Rehabilitation Services	Pupil Services	6,873.41
City of Seward Utility Dept	Utilities	36,337.03
Computer Hardware	Software	9,642.50
Culligan	Maintenance	40.00
Curriculum Store, The	Books	199.90
DAS	Distance Learning	267.63
Demco	Supplies	906.33
Des Moines Stamp	Supplies	83.15
Doane, Maggie	St. John's Title IIA	413.00
DWF	Supplies	106.10
Eakes	Supplies	6,495.19
Ebsco	Books	261.38
Elan Financial Services	Travel	5,944.28
Embi Tec	Supplies	1,618.00
Engineered Controls, Inc	Hot Lunch Repairs	5,850.00
ESU 6	ESU Expense	98,878.48
ESU 7	Pupil Services	120.00
Ewell Educational Services	Subscription	670.00

**SCHOOL DISTRICT OF SEWARD  
PROPOSED WARRANTS  
JULY 8, 2024**

Farmers Cooperative	Fuel	25,446.50
Fastenal	Maintenance	451.65
FES	Software	2,750.00
Fields, Jamie	Fuel	24.25
Follett	Books	3,740.47
Gerdes Farm	Maint. Of Equip.	300.00
Glass Doctor	Transportation	179.90
GoStrenghts Inc	Subscription	197.00
Gopher	Supplies	702.99
Great Lake Sports	Supplies	85.83
Helmink Printing	Supplies	174.00
Hire Right	Transportation	154.20
Houghton Mifflin Company	St. Vincent Title IIA	800.00
Imagine Learning	Software	9,821.00
Insect Lore	Supplies	159.95
Inspira Financial	Section 125	112.20
Interstate All Battery Center	Maintenance	288.00
JWPepper	Supplies	331.73
Kendall Hunt Publishing	Supplies	271.28
KSB School Law	Legal Fees	59.00
Lakeshore Learning	Supplies	1,389.59
Laprea Education, Inc	Subscription	167.00
Learning Without Tears	Supplies	139.48
Lee's Refrigeration	Maintenance	129.92
Life Track Services	Supplies	2,000.00
Livestockjudging.com	Subscription	200.00
LunchTime Software, LLC	Hot Lunch Software	16,825.00
Macmillian Holdings LLC	Books	8,903.85
Madison National Life	LTD Ins.	2,838.93
Matheson	Supplies	489.21
McGraw Hill	ESSERS III	5,320.20
Meehl, Jan	Pupil Services	554.04
Memorial Health Care Systems	Transportation	213.00
Menards	Maintenance	469.91
MFAC, LLC	Supplies	1,116.65
Microbric	Supplies	56.00
Middle Creek Printing	Supplies	315.00
Midwest Alarm	Maintenance	1,600.00
Midwest Special Instruments	Tech. Services	405.00
My Central Supply	Maintenance	115.00
Nasco	Supplies	766.76
NACIA	Dues & Fees	40.00
NASCD	Dues & Fees	40.00
NCS Pearson	Supplies	7.35
Nebraska Council of School Admin	Staff Dev.	999.00
Nebraska Landscape Solutions	Grounds	2,687.99
NWEA	PEAK/HAL	11,912.50
Omnify	Insurance	20.80
One Source	Admin. Expense	93.00
OnSolve, LLC	Subscription	3,034.07

**SCHOOL DISTRICT OF SEWARD  
PROPOSED WARRANTS  
JULY 8, 2024**

Pac N Save	Supplies	284.20
Paper Tiger	Business Support	97.00
Pyramid School Products	Supplies	1,624.67
Realityworks	Supplies	115.00
Robotham, Ron	Transportation	87.00
Rumery Lawn & Landscape	Grounds	304.69
Russell, Mary	Mileage	93.32
Sack Lumber	Maintenance	544.92
Savvas	Books	23,853.69
School Dist. Of Seward MS Activity Fund	Reimbursement	2,450.00
School Health	Supplies	71.66
School Nurse Supply	Supplies	422.75
School Specialty	Supplies	1,707.85
Seesaw Learning, Inc	Subscription	3,250.00
Select Plumbing	Maintenance	5,525.98
Seward County Clerk	Admin. Services	100.00
Sherwin Williams	Maintenance	772.45
Sodexo	Services	64,313.50
Software Unlimited	Services	4,300.00
S&S Worldwide	Supplies	202.00
Sunbelt Rentals, Inc	Hot Lunch Repairs	2,835.39
Supreme School Supply	Supplies	74.96
Taylor, Brant	Transportation	132.00
Teacher Created Resources	Supplies	64.92
Teaching Strategies	Subscription	1,300.00
Telecky, Marty	Transportation	15.00
Toledo Physical Education Supply	Supplies	324.16
Unite Private Networks, LLC	Distance Learning	3,583.32
United States Academic Decathlon	HAL	862.20
UNK Academic Advising and Career Developme	Other	150.00
UNUM	Life Ins.	532.80
Uribe	Services	2,277.00
USA Clean	Maintenance	372.81
US Bank	Lease	1,358.65
Ventris Learning LLC	Books	90.00
Verizon	Telephone	208.40
Visa	Supplies	99.76
Ward's Science	Supplies	59.67
Waterlink	Maintenance	225.00
WHC NE LLC	Services	2,530.94
Windstream	Phone	305.88
WoodRiver Energy	Utilities	4,305.72
Zultys	Phone	2,313.38

**TOTAL GENERAL FUND CLAIMS**

**1,774,386.71**

**SCHOOL DISTRICT OF SEWARD  
PROPOSED WARRANTS  
JULY 8, 2024**

**ADDITIONAL CLAIMS**

Central Nebraska Rehabilitation	Pupil Services	779.77
Computer Hardware	Technology Repairs	499.00
Cornhusker Cleaning Systems	Transportation	217.56
John Deere Financial	Repairs	95.03
Kratos Performance & Fitness	Software	10,000.00
Midwest Alarm Services	Maintenance	509.80
Midwest Auto Parts	Transportation	317.94
REI	Transportation	9,281.20
Seward County Independent	Advertising	242.27
Seward Lumber	Maintenance	1,890.68
Tractor Supply	Supplies	129.85
Truck Center Companies	Transportation	239.92
Uribe	Services	954.15

**TOTAL GENERAL FUND CLAIMS** **1,799,543.88**

**SCHOOL DISTRICT OF SEWARD  
PROPOSED SPECIAL BUILDING FUND CLAIMS  
JULY 8, 2024**

<b>CONNER ROOFING CO INC</b>	<b>ELEMENTARY ROOF PROJECT</b>	<b>88,000.00</b>
	<b>TOTAL</b>	<b>88,000.00</b>

**SCHOOL DISTRICT OF SEWARD  
PROPOSED DEPRECIATION FUND CLAIMS  
JULY 8, 2024**

**SID DILLON CHEVROLET**

**SUBURBAN**

**60,000.00**

**TOTAL    60,000.00**

**SCHOOL DISTRICT OF SEWARD  
PROPOSED QUALIFIED CAPITAL PURPOSE UNDERTAKING FUND CLAIMS  
JULY 8, 2024**

<b>SHAFFER COMMUNICATIONS</b>	<b>BUS RADIOS &amp; REPEATER UPGRADE</b>	<b>25,200.39</b>
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	<b>TOTAL</b>	<b><u>25,200.39</u></b>
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