Board of Education Regular Meeting
Monday, July 13, 2026 5:30 PM

District Office
410 South St
Seward, NE 68434

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. Discussion Items
   3.1. JEO Updated Drawings and Progress on Projects
   3.2. Summer Projects Update
   3.3. Update with Bonds with D.A. Davidson
   3.4. 2026-2027- Policy Updates
4. Short Recess
5. Reports
   5.1. Superintendent's Report
6. Action Items
   6.1. Bus Bids
   6.2. Mammoth Contract
   6.3. Resignation of Mr. Scott Axt
   6.4. New and Revised Policies 2026-2027
   6.5. 2026-2027 Staff Handbook
7. Future Agenda Items
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
8.3.2. Special Building Fund

8.4. Approval of Consent Agenda

9. Executive Session to discuss personnel
9.1. Restate the reason for moving into executive session: to discuss personnel.

10. Adjournment

Please publish the following legal notice in the July 8, 2026 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 13, 2026 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.




FIRE


ProGuard
Light-Weight
Blue Nitrile Exam
MFG# GNPR-MD-1A
SAFETY ZONE




IN U.S.A.

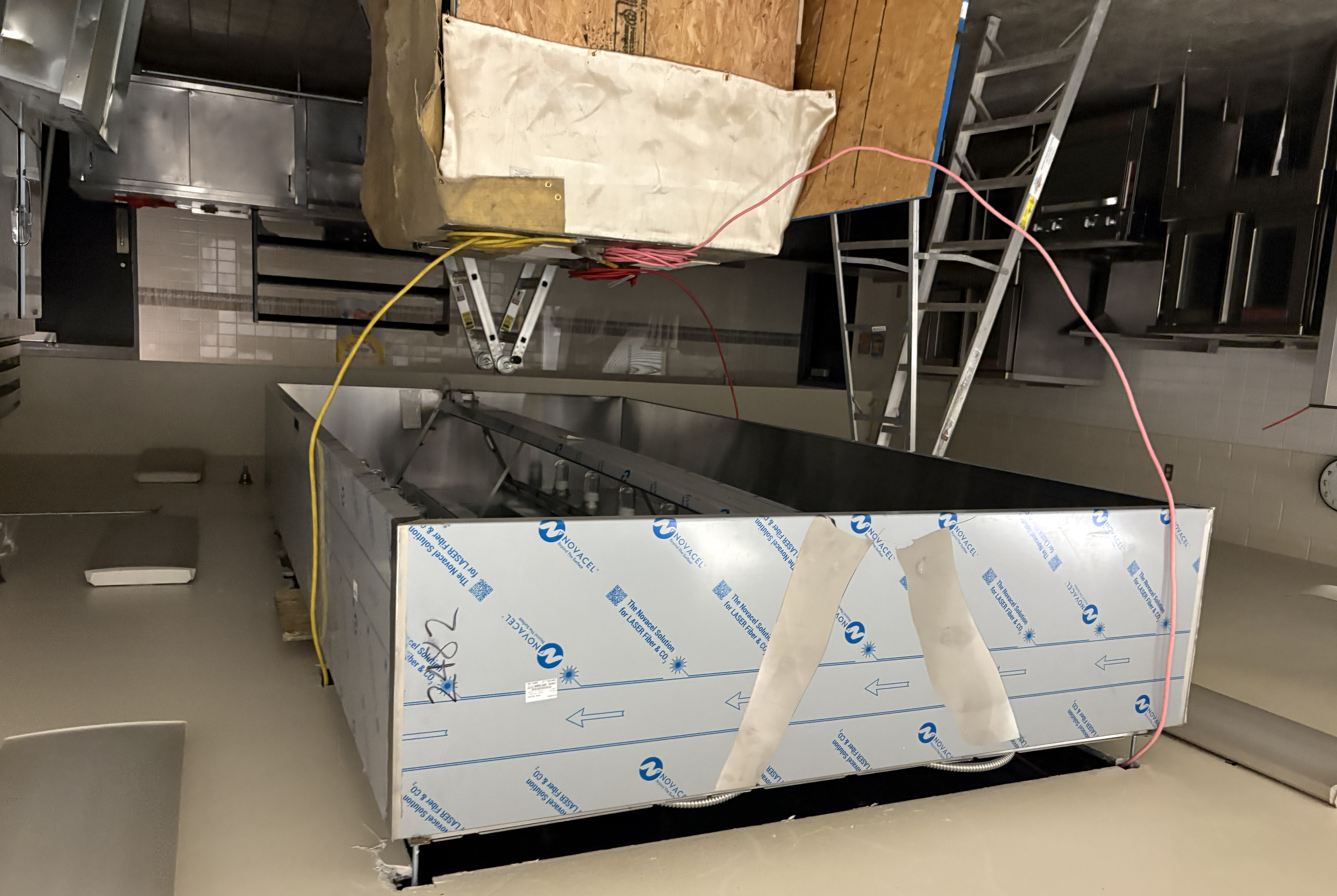
7th Grade Birthdays - 20

8th Grade Birthdays - 2024/25 School Year


EXIT
TREND
never stop
LEARNING
because life
never stops
TEACHING
SALES & REN

7th Grade Birthdays - 20

8th Grade Birthdays - 2024/25 School Year


NOVACEL
The Novacel Solution for LASER Fiber & CO2




NOVACEL

D|A|DAVIDSON
FIXED INCOME CAPITAL MARKETS
D.A. Davidson & Co. member SIPC and FINRA

Seward Public Schools
Preliminary Financing Schedule
Dr. Josh Fields, Superintendent

February 10, 2026		Voters approve bond issue during special bond election
February 17, 2026		Review draw schedule and preliminary plan of finance (one or more bond sales, capitalized interest, etc.)
April 2, 2026		Draft proceedings and agenda language circulated for review and comments
April 13, 2026		Board approves bond resolution and related proceedings
June 1, 2026		Preliminary Official Statement ("POS") to Moody's for review
June 30, 2026	10am	Conference call with rating analysts Finalize plan of finance and bond sizing
July 16, 2026		Bond rating available and POS approved for distribution Request insurance quote from Assured Guaranty ("AGM")
July 31, 2026		Accept or decline potential bond insurance
August 10, 2026		Update school board on bond market and anticipated bond sale
August 18, 2026		Davidson solicits indications of interest for the bonds
August 19, 2026		Davidson formally accepts orders for the bonds
August 20, 2026		Bond Purchase Agreement ("BPA") signed by the District and D.A. Davidson
September 1, 2026		Closing

Paul J. Grieger | pgrieger@dadco.com | 402.392.7986
450 Regency Parkway, Ste. 400 | Omaha, NE 68114

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

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

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

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. 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 meeting minutes shall be published on the school district's website within ten working days of the last meeting or prior to the next convened meeting, whichever occurs earlier. The minutes shall be available on the website for at least six months.

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

Adopted on: June 14, 2010
Revised on: August 15, 2017, November 9, 2020, August 9, 2022, July 8,2024, August 11, 2025,
Reviewed on: _____

3003
Bidding for Construction, Remodeling, Repair, or Site Improvement

I. Applicability of this policy.

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

This policy applies to all other purchases and contracts made by the

school district for construction, remodeling, repair and other site improvements.

II. Projects with an Estimated Cost of Less than $136,000

A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than $136,000.
B. Prior to solicitation of the quotes and/or estimates, the superintendent will determine whether the district will accept oral submissions.
C. Quotes and/or estimates may be solicited by the superintendent or his/her designee without board action.
D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.
E. The district may use a Nebraska state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.
F. Nothing in this subsection prohibits or requires the use of the formal bidding procedures. If the district is going to solicit formal bids for projects of less than $136,000 they must follow the formal procedures outlined in this policy.

III. Formal Bidding for Major Purchases and Construction

A. Pursuant to section 73-106 of the Nebraska statutes, the board will advertise for bids when the contemplated expenditure of the project exceeds $136,000 for the construction, remodeling or repair of a school-owned building or for site improvement.

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

C. Advertising for Bids

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

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

D. Bid Documents

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

2. The invitation for bids will be sufficiently certain and specific, will include any specifications and pertinent attachments, and will define the items or services in order to allow the bidder to properly respond.

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

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

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

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

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

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

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

Adopted on: _September 14, 2015
Revised on: _August 15, 2017, August 9, 2021, August 11, 2025_
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 $15,000 (Micro-Purchases)

Micro-purchase means an individual procurement transaction for supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed $15,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

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

2. Purchases between $15,000 and $350,000 (Simplified Acquisition Procedures)

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

3. Purchases Over $350,000

a) Sealed Bids (Formal Advertising)

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

b) Contract/Price Analysis

The District performs a cost or price analysis in connection with every procurement action in excess of $350,000, including contract modifications. The district will make an independent estimate of costs prior to receiving bids or proposals.

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

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

1) The procurement transaction can only be fulfilled by a single source;

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

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

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

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

c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds $350,000.

5. **Competitive Proposals.**

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

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

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

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

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

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

C. Use of Purchase (Debit & Credit) Cards

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

D. Federal Procurement System Standards

The district's procurement transactions will be conducted in a manner providing full and open

competition consistent with 2 C.F.R §200.319.

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

E. Debarment and Suspension

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

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

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

F. Settlements of Issues Arising Out of Procurements

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

III. Conflict of Interest and Code of Conduct

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

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

1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are

prohibited from engaging in such actions if a real or apparent conflict of interest is present.

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

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

C. Favors and Gifts

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

D. Enforcement

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

IV. Property Management Systems

A. Property Classifications

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or $10,000.

2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or $10,000, regardless of the length of its useful life. 2 C.F.R. §200.94.

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

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

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

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

B. Inventory Procedure

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

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

C. Inventory Records

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

1. Serial number;
2. District identification number;
3. Manufacturer;
4. Model;
5. Date tagged and individual who tagged it;
6. Source of funding for the property;
7. Who holds title;

8. Acquisition date and cost of the property;
9. Percentage of federal participation in the project costs for the federal award under which the property was acquired;
10. Location, use and condition of the property; and
11. Any ultimate disposition data including the date of disposal and sale price of the property.

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

D. Physical Inventory

1. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

2. The Superintendent or his/her designee will ensure that the physical inventory is performed. The physical inventory will generally occur during the months of June or July, but may be conducted during other time periods with the approval of the superintendent.

E. Maintenance

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

F. Lost or Stolen Items

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

G. Use of Equipment

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

H. Disposal of Equipment

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

If the item has a current fair market value of $10,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency or pass-through entity. The Superintendent or his/her designee will utilize sales procedures which ensure the highest possible return on the disposal of the equipment.

I. Equipment Retention

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

J. Equipment and Capital Expenditures

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

K. Depreciation

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

L. Reporting and Recording Federal Property Interest

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

V. Financial Management

A. Identification

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

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

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

E. Budget Control

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

F. Payment Methods

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

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

G. Allowability of Costs

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

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

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

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

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

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

I. Cost Sharing or Matching

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

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

funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;

(6) Are provided for in the approved budget when required by the Federal awarding agency; and

(7) Conform to other provisions of this part, as applicable.

J. Documentation of Personnel Expenses

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

VI. Written Compensation Policies

A. Time and Effort Standards

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

(1) Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;

(2) Be incorporated into official records;

(3) Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;

(4) Encompass both federally assisted and all other activities compensated by the District on an integrated basis;

(5) Comply with the established accounting policies and practices of the District and

(6) Support the distribution of the employee's salary or wages among specific activities or costs objectives.

B. Time and Effort Procedures

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

C. Fringe Benefits

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

D. Leave

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

E. Unexpected or Extraordinary Circumstances

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

F. Documentation for Personnel Expenses

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

VII. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

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

C. Record Keeping

1. Record Retention

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

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

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

2. Maintenance of Procurement Records

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

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

D. Privacy

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

E. Travel Costs

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

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

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

Adopted on: August 15, 2017
Revised on: August 13, 2018, August 12, 2019, November 9, 2020, August 9, 2021, August 8, 2022, August 14, 2023, August 12, 2024

Reviewed on: _____

3048
Communicable Disease

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

Definitions. Terms used in this policy have the meanings given in 173 NAC 3-002. A "reportable communicable disease" means a disease that must be reported under 173 NAC, Chapter 1.

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

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

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

Exclusion From School. The district will exclude a student with a confirmed communicable disease for at least the minimum isolation period in Attachment 1 to 173 NAC, Chapter 3. The student must be free of acute signs and symptoms. The student must be fever-free for 24 hours without fever-reducing medication before returning to school.

School Attendance and Participation in School Sponsored Activities. The district will provide educational services to a student diagnosed with a communicable disease as required by law. The district will restrict the student as needed to prevent the spread of disease, to protect the student's health and privacy, and to protect others. Participation in Nebraska School Activities Association (NSAA) events is subject to NSAA rules and the provisions of the district activity handbook.

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

Outbreaks. In an outbreak or epidemic of a communicable disease, the superintendent may exclude students, reassign students, or close one or more schools. The superintendent will coordinate with the local health department and the Nebraska Department of Health and Human Services as needed.

Confidentiality. The district will keep information about a person's communicable disease confidential. The district will share information only with staff on a need-to-know basis. When the district must inform a person about another person's condition, the district will inform that person of the duty to keep the information confidential. The district will communicate about a student's communicable disease consistent with the student's IEP or Section 504 Plan, if any.

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

Adopted on: June 14, 2010
Revised on: August 13, 2018
Reviewed on: _____

3057
Title IX Policy

As required by Title IX of the Education Amendments of 1972, it is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities, or in regards to admission or employment. Any person may report sex discrimination, including sexual harassment. This report may be made by any means to the district's Title IX Coordinator, who can be contacted at Dr. Matt Dominy at 2401 Karol Kay Blvd. Seward NE 68434, 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/ Any other inquiries regarding the application of this policy should be referred to the Title IX Coordinator.

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

- **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

- **Formal complaint** means a document or electronic submission filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment and requesting that the district investigate the allegation of sexual harassment. At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity.

- **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

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

- **Sexual harassment** means conduct on the basis of sex where (1) An employee of the district conditions the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct; (2) An individual experiences unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies the person equal access to the district's education program or activity; (3) An individual experiences a sexual assault, dating violence, domestic violence, or stalking as further defined below. Any report of conduct not meeting these definitions will not require the grievance procedure described in this policy.

- **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

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

        - **Rape**—(Except Statutory Rape) Penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, or by a sex-related object. This definition includes instances in which the victim is incapable of giving consent because of temporary or permanent mental or physical incapacity (including due to the influence of drugs or alcohol) or because of age. Physical resistance is not required on the part of the victim to demonstrate lack of consent.

        - **Criminal Sexual Contact**—The intentional touching of the clothed or unclothed body parts without consent of the victim for the purpose of sexual degradation, sexual gratification, or sexual humiliation. The forced touching by the victim of the actor's clothed or unclothed body parts, without consent of the victim for the purpose of sexual degradation, sexual gratification, or sexual humiliation. This offense includes instances where the victim is incapable of giving consent because of age or incapacity due to temporary or permanent mental or physical impairment or intoxication for the purpose of sexual degradation, sexual gratification, or sexual humiliation.

    - **Unlawful Sexual intercourse**

        - **Incest**—Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law

        - **Statutory Rape**—Nonforcible sexual intercourse with a person who is under the statutory age of consent

- **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—

    - who is or has been in a social relationship of a romantic or intimate nature with the victim; and

    - where the existence of such a relationship shall be determined based on a consideration of the following factors:

        - The length of the relationship.

        - The type of relationship.

        - The frequency of interaction between the persons involved in the relationship.

- **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

- **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

    - fear for his or her safety or the safety of others; or

- suffer substantial emotional distress.

- **Supportive measures** are non-disciplinary, non-punitive individualized services offered without fee that do not unreasonably burden the parties. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

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

Response to Sexual Harassment

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

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

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

Grievance Process for Formal Complaints of Sexual Harassment

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

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

Grievance Procedure

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

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

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

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

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

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

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

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

Investigation of Formal Complaint. When investigating a formal complaint and throughout the grievance process, the district will designate and authorize one or more persons (which need not

be district employees) as investigator(s) to conduct the district's investigation of a formal complaint. The district may consolidate formal complaints where the allegations of sexual harassment arise out of the same facts or circumstances.

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

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

The district will provide written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate.

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

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

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

- Identification of the allegations potentially constituting sexual harassment;
- A description of the procedural steps taken from the receipt of the formal complaint

through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;

- Findings of fact supporting the determination;

- Conclusions regarding the application of the district's code of conduct to the facts;

- A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

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

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

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

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

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

- Procedural irregularity that affected the outcome of the matter;

- New evidence that was not reasonably available at the time the determination or dismissal was made that could affect the outcome of the matter; and

- The Title IX Coordinator, investigator(s), or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The district will notify other parties in writing when an appeal is filed; implement appeal procedures equally for all parties; and ensure that the decision-maker for the appeal is not the same

person as the decision-maker, the investigator(s), or the Title IX Coordinator.

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

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

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

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

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

The district will also create records documenting any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with

supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken. The district will maintain these records for a period of seven years.

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

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

Notification of Policy. The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

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

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

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

Adopted on: August 10, 2020
Revised on: August 8, 2022, August 12, 2024
Reviewed on: _____

3061
ACH Originator

New Policy

The District sends electronic payments through the ACH (Automated Clearing House) Network such as payroll direct deposits and/or vendor payments. Because of these payments, the District is classified as an ACH Originator. As an ACH Originator, the District complies with the National Automated Clearing House Association (NACHA) Operating Rules which govern the ACH Network. The District's bank requires compliance with the Rules as a condition of the District's ability to send ACH Payments.

Responsibilities. The District follows all terms of its Originating Depository Financial Institution/Originator Agreement with its bank. The District obtains a written authorization before sending any ACH payment. The District meets all processing deadlines set by the bank and NACHA. The District gives authorization records to the bank upon request within NACHA's required timeframes. The District keeps all sensitive banking information secure. When the District receives a Notification of Change, it updates the payment record before the next ACH transaction. When the District receives a return due to an error or unauthorized activity, it stops all related subsequent payments until instructions are received from the Bank. The District keeps its computer systems and network secure in line with its bank agreement. The District uses procedures to spot unauthorized payments. All employees with ACH duties will complete training, if required by the Bank or NACHA, and respond to audit requests. The District will implement internal controls and procedures to mitigate errors and risk of unauthorized ACH entries.

Fraud Monitoring. The District reviews ACH transactions for unusual patterns or amounts before submitting each file. If the District suspects an error or unauthorized ACH transaction, the District will: determine whether the problem is fraud, a scam, or an internal error; notify the bank right away;

contact law enforcement if needed; and stop all related future ACH transactions.

Employee Training. All employees with ACH duties will complete any ACH origination training required by the District's designated bank(s).

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

4017
Relations with Employee Collective Bargaining Associations

The board of education recognizes the right of staff members to belong to professional employee organizations. The board will negotiate with organizations that have been certified or recognized in accordance with public employee bargaining statutes. The board or administration will coordinate with certified or recognized organizations for purposes of collective bargaining.

The district will allow professional employee organizations to make reasonable use of district facilities for meetings outside the district's and the employees' work hours. With administrative approval, organizations may use district resources, post notices of meetings, and provide other information on bulletin boards designated for this purpose, and use district email and mailboxes for delivery of information specific to the organization. Organizations must pay for all supplies used, damage caused, or the loss or theft of borrowed property.

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

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

Adopted on: June 14, 2010
Revised on: _____
Reviewed on: _____

4019
Workplace Injury Prevention and Safety Committee

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

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

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

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

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

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

1. Initial safety orientation on rules, policies, and job specific procedures for new employees or employees who are assuming

new and different duties within the school district, if appropriate.

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

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

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

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

Adopted on: June 14, 2010
Revised on: August 15, 2017
Reviewed on: _____

4056
Resignation of Certificated Staff

Certificated staff members who know they will not be returning to employment at the school district for the following school year are encouraged to submit their resignations as early as possible, to enable the board to find suitable replacements. The school district will pay $1000 for certificated staff members if they notify the Board of Education by the December board meeting,

they will not be returning the following school year, $800 if they notify the board of education by the January Board of Education Meeting and $300 if they notify the board of education by the February Board Meeting.

Unless otherwise required by law or contract, the following resignation requirements apply. Staff members who submit their resignations to the board of education by the earlier of March 15 will be released from the next school year's contract. Staff members who refuse to fulfill their contractual obligations will be reported to the Commissioner of the Nebraska Department of Education.

Adopted on: August 8, 2022
Revised on: November 14, 2022, November 13, 2023
Reviewed on: _____

4065
Staff Use of AI Tools

New Policy

As used in this policy, artificial intelligence tools ("AI Tools") means machine-based resources that use computer science, algorithms, large language models, and/or machine learning to perform tasks, answer questions, collect information, and respond to human-directed tasks, queries, and objectives. AI Tools include, but are not necessarily limited to, commercially-available resources like ChatGPT, Gemini, Claude, and similar technologies. The board wants to encourage staff to use AI tools to support student learning in safe and lawful ways.

This policy works together with the district's policies on Student Use of AI Tools, Staff Internet and Computer Use, and Staff and District Social Media Use.

Tool Approval. Staff may not use an AI Tool with students or with student information unless a member of the district's administration has approved it. To use a new tool, staff must request approval from his/her supervising administrator first. Before approving a tool, the district will review the vendor's privacy and security practices, the kind of student information the tool would use, and whether a written data-sharing agreement with the vendor is required. The district will keep a list of approved AI Tools and the allowed uses for each.

I. Staff Expectations for Use of AI Tools in Education

A. Acceptable Use of AI Tools. Staff members must use their own professional oversight for any task they use AI Tools to complete and must carefully review the outputs of all AI Tools. Staff may use approved AI Tools to help with things like:

1. Drafting lesson plans, learning goals, and activities;
2. Assisting in initial review and feedback of student work;
3. Making reading passages or practice problems at different levels;
4. Drafting general messages like newsletters or announcements;
5. Finding resources or summarizing public information;
6. Drafting routine communications.

1.

B. Protecting Student Information. Staff may upload student information into an AI Tool only when (a) the tool is district-approved, and (b) the vendor is bound by a written data-sharing agreement with terms that meet FERPA, COPPA, PPRA, and applicable state student data privacy laws. For this purpose, student information includes student names, ID numbers, education records, IEPs, Section 504 plans, evaluations, health records, and discipline records. This rule applies whether the staff member uses a district account, a personal account, a free version, or a paid version.

C. Recording and Transcription Tools. Staff may use AI recording or transcription tools only if:

1. The transcription tool has been approved by an administrator for use in the school context; and
2. All participants to the meeting are informed that the staff member is recording or transcribing the meeting.

The resulting recording or transcript may be subject to the district's retention and confidentiality policies.

D. Unacceptable Use of AI Tools in Education. Staff may never use AI tools to:

1. Upload FERPA-protected information about students without the express, written authorization from administrators who have assured themselves that such disclosure is lawful;

2. Relying solely on an AI Tool to grade student work that counts toward a grade or transcript or otherwise evaluate student academic progress;
3. Make or share deepfakes or fake images, audio, or video of any real person.
4. Make or share sexual or intimate images of any real person—even if the image is AI-generated;
5. Use AI to harass, bully, threaten, or impersonate any student, staff member, parent, board member, or community member;
6. Use AI to watch, track, or scan faces of students or staff outside of systems the board has approved;
7. Upload materials to AI if the copyright or license does not allow it;
8. Share district AI accounts or passwords with students or others;
9. Use district AI accounts for personal or business reasons; or
10. Use AI to bypass district network security, content filters, or device controls.

If any staff member is uncertain about the application of this policy to any AI Tool use, the staff member will check with a supervising administrator before use.

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

5001
Compulsory Attendance and Excessive Absenteeism

Required Attendance

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

Mandatory Attendance Age

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

Exceptions

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

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

Discontinuing Enrollment – 5 Year Old Students

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

Discontinuing Enrollment – 16 and 17 Year Old Students

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

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

Prohibition on Discontinuing Enrollment – Abuse or Neglect Investigation

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

Attendance Officer

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

Excused Absences – Physical or Mental Illness

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

documentation shall be reviewed each semester.

Excused Absences – Others

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

1. Severe weather
2. Medical appointments for the student
3. Death or serious illness of the student's family member
4. Attending a funeral, wedding or graduation
5. Appearance at court or for other legal matters
6. Observance of religious holidays of the student's own faith
7. College planning visits
8. Personal or family vacations

Excessive Absenteeism

When a student receives 5 unexcused absences or the hourly equivalent in any semester, the Attendance Officer may send written notification of the student's total absences to the student's parent or guardian. When a student receives 10 unexcused absences or the hourly equivalent in any school year, the Attendance Officer will send written notification of the student's total absences to the student's parent or guardian and offer to meet with the student's parents or guardians to discuss any barriers to the student's attendance. When a student receives 15 unexcused absences or the hourly equivalent in any school year, the Attendance Officer will send written notification of the student's total absences to the student's parent or guardian and shall schedule a meeting with relevant stakeholders to discuss and address any barriers to the student's attendance, unless the Attendance Officer determines that such a meeting would not be productive in facilitating the student's regular attendance.

When a student has accrued 20 days of unexcused absences, or the hourly equivalent, the district may report the matter to the county attorney in the county where the student resides.

Adopted on: June 14,2010
Revised on: November 14, 2011, August 12, 2012, October 12, 2013, August 11, 2014, August 15, 2017, August 12, 2024, August 11, 2025
Reviewed on: August 14, 2023

5003
Admission of Part-Time Students

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

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

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

The parent or guardian must meet all of the district's admission requirements and file an application for enrollment on forms provided by the school district

by August 1 prior to the year of enrollment. For second semester high school courses, the application must be filed by December 1. For students who move into the district mid-semester, the application must be filed within 20 days of moving into the district. The administration shall review the application, determine whether to approve or deny it, notify the parent or guardian, and schedule enrollment at an educationally appropriate time in the building or attendance center of the administration's choice. Enrollment does not carry over from one school year to the next, and the parent or guardian must apply for enrollment each school year.

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

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

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

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

Extracurricular Sports and Activities. Students who are enrolled in a private, denominational, or parochial school may not participate in

extracurricular sports and activities sponsored by the school district if they participate in extracurricular sports and activities at any other public, private, denominational, or parochial school.
Any such students who desire to participate in extracurricular sports and activities regulated by an athletics or activities association in which this school district is a member must be enrolled in 5 credit hours in this school district to participate. Students seeking to participate in extracurricular sports and activities not regulated by such an entity may only participate if they enroll in at least [5] credit hours on a part-time basis. For extracurricular sports and activities regulated by an athletics or activities association in which this school district is a member: 5 credit hours.

1. For extracurricular sports and activities governed by a national or state organization other than an athletics or activities association, such as FFA: the minimum number of credit hours offered by the school district as required by that national or state organization.
2. For extracurricular sports and activities not regulated or governed by any such entity: 5 credit hours.

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

1. For extracurricular sports and activities regulated by an athletics or activities association in which this school district is a member: 5 credit hours.
2. For extracurricular sports and activities governed by a national or state organization other than an athletics or activities association, such as FFA: the minimum number of credit hours offered by the school district as required by that national or state organization.
3. For extracurricular sports and activities not regulated or governed by any such entity: 5 credit hours

All students permitted to participate in extracurricular sports and activities under this policy must also meet all other eligibility requirements set by the

board, administration, and coach/sponsor prior to participating and for continued participation in the sport or activity. This includes but is not limited to rules for completing courses; up/down lists for deficient grades and/or incompletes; and all eligibility and other requirements of the Nebraska School Activities Association and any other governing bodies for the activity or sport.

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

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

Adopted on: June 14, 2010
Revised on: August 13, 2012, August 15, 2017, August 14, 2023, August 11, 2025
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 to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

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

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

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

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

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

Pre-Kindergarten through Second Grade Students

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

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

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

Makeup Work for Suspended Students

Any student who is suspended must be given an opportunity to complete any classwork and homework missed during the period of suspension, including, but not limited to, examinations ("makeup work"). Any makeup work must be completed and turned in within 2 school days after completion of the suspension. This makeup guideline shall be provided to the student and a Parent 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. After the principal has determined that a short-term suspension is necessary, but prior to commencement of the short-term suspension, the student and the Parent will be given oral and written notice of the charges against the student. They will be advised of what the student is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to present evidence of the student's version of the facts.

3. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal will send a written statement to the student, and the student's Parent, describing:
    a. The student's conduct, misconduct or violation of the rule or standard;
    b. The reasons for the action taken;
    c. The actions made by the school to try to discontinue or alleviate the behavior of the student prior to considering suspension;
    d. Resources the school is able to provide or recommend to assist the student; and
    e. How the school plans to handle such behavior in the future, including an actionable plan aimed at maximizing strategies to keep the student in school.
4. An opportunity will be given to the student, and the student's Parent, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school and shall document such effort in writing. The Principal shall determine who, in addition to the Parent, is to attend the conference. If no conference has been held, a Parent may submit a written request to the suspending principal before the student returns to school.
5. Students who are short-term suspended must be given the opportunity to complete classwork and homework missed during the period of suspension, including but not limited to examinations, as provided herein.

Emergency Exclusion

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

Weapons and/or Firearms

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

intended to be used.

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

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

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

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

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

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

enforcement authorities.

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

Long-Term Suspension

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

Expulsion

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.
2. **Summer Review**. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's Parent. 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/rookies; 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 Parent with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:

    a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
    b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
    c. Resources the school is able to provide or recommend to assist the student;
    d. How the school plans to handle such behavior in the future, including an actionable plan aimed at maximizing strategies to keep the student in school;
    e. A statement that, before long-term suspension, expulsion, or mandatory reassignment can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork or;
    f. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
    g. A statement that the principal, legal counsel for the school, the student, the student's Parent, or the student's representative 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

h. A form on which the student, the student's Parent may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail to the address provided on the form.

3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
4. Nothing in this policy shall preclude the student, the student's Parent, 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 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 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 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, except with the consent of all the parties.

8. The principal or legal counsel for the school, the student, the student's Parent, or representative have the right to receive a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession of the school board or board of education no later than forty-eight hours prior to the hearing.
9. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing examiner. The hearing will be held according to the requirements of section 79-269. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
10. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

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

Reporting Requirement to Law Enforcement

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

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

Adopted on: June 10, 2010

Revised on: August 11, 2014, August 13, 2018, August 12, 2019, August 10, 2020, August 14, 2023, July 8, 2024
Reviewed on: _____

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

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

The superintendent shall obtain the required signature(s) of one or more Prescribing Health Care Practitioners on the Protocol form. The superintendent shall publish this policy and Protocol in each student and employee handbook.

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

Adopted on: June14, 2010
Revised on: _____
Reviewed on: _____

6038
Student Use of AI Tools

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

AI Tools may be useful to student learning. However, students and staff must ensure that student

use of AI Tools should focus on using such tools as a resource and for background material, rather than using the AI Tools to complete the assignment. Therefore, AI Tools may only be used by students in accordance with the following requirements:

1. Students may not use AI tools on any assignment, test, or project unless the staff member has given express permission for the student to do so. Staff Member permission to use an AI tool on one assignment does not carry over to other assignments. Individual staff members will decide for each individual assignment the extent to which students may use AI Tools.

2. If a student uses any AI Tools in connection with a school assignment, the student must:

    a. Give proper attribution to the specific AI Tool(s) used to the same extent that students are expected to give proper attribution to other sources of information such as books, texts, encyclopedias, secondary sources, and other traditional media. Such attribution may include, but is not necessarily limited to, accurate quotations, citations, footnotes, endnotes, and/or bibliography entries.
    b. Never copy and paste the output from the AI Tool into the student's work as if the student wrote such section himself or herself.

3. Students may never use AI Tools to:

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

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

5. A student's failure to meet the requirements stated in this policy will constitute a violation of the district's prohibitions against cheating plagiarism and/or academic dishonesty, including but not necessarily limited to such prohibitions stated in the Student Handbook, which violation will subject the student to discipline up to and including expulsion.

6. The student requirements stated above are the minimum requirements for any student assignment. An individual teacher may impose more stringent requirements for any specific academic assignment or coursework.

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

New Policy

Definitions. As used in this policy,

- "Parent" means the parent, guardian, or educational decisionmaker of any student currently attending the school district; and
- "Educational decisionmaker" means a person designated or ordered by a court to make educational decisions on behalf of a child.

Catalog of Library Books. The superintendent or designee shall create and maintain a catalog of all books in the school district's library, categorized by school building, that shall be accessible by a Parent.

Opportunity for Notification. A Parent shall have the opportunity to be notified when the Parent's student checks out a book from the school library, which notification shall include the title of the book, the author(s) of the book, and the date the book is due to be returned to the school library. The administration may elect to allow a Parent to exercise the opportunity to receive such notifications by means of a website, application notification, or by opting into email notifications.

Nothing in this policy shall be construed to create any rights of access or rights to notification in favor of any person that does not meet the definition of Parent stated above.

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

5024
Medication of Students

Whenever possible, parents should arrange medication schedules to eliminate the need for giving medication during school hours. When it is necessary for school personnel to administer medication to students, the school district will comply with the Nebraska Medication Aide Act, the requirements of Title 92, Nebraska Administrative Code, Chapter 59, (promulgated by the Nebraska Department of Education and entitled *Methods of Competency Assessment of School Staff Who Administer Medication*), and all state and federal regulations. Parents and guardians who wish to have their child receive medication from school personnel must comply with the following

Prescription medication

a. Parents/guardians must provide a physician's written authorization for the administration of the medication.

b. Parents/guardians must provide their own written permission for the administration of the medication.

c. The medication must be brought to school in the prescription container and must be properly labeled with the student's name, the physician's name, and directions for administering the medication.

d. Parents/guardians will need to pick up any unused prescriptions at the end of each school year.

2. **Non-prescription medication**

a. Parents/guardians must provide written permission for the administration of the medication

b. The medication must be brought to the school in the manufacturer's container.

c. The container must be labeled with the child's name and with directions for provision or administration of the medication

The district reserves the right to review and decline requests to administer or provide medications that are not consistent with standard pharmacological references, are prescribed in doses that exceed those recommended in standard pharmacological references, or that could be taken in a manner that would eliminate the need for giving them during school hours. The district may request parental authorization to consult with the student's physician regarding any medication prescribed by such physician.

Adopted on: June 14, 2010
Revised on: _____
Reviewed on: _____

5018
Parent Involvement in Education Practices

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

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

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

1. Parents will be provided access to textbooks, tests, activities information; digital materials; websites or applications used for learning; training materials for teachers, administrators, and staff; procedures for the review and approval of training materials, learning materials, and activities; and other curriculum materials ("curricular materials") as follows:

    a. A parental request to review specific curricular materials (written, visual, or audio) should be made to the principal of the building where the curricular materials are used.
    b. The building principal will assess the request and determine the allowable volume and time frame of the review to prevent disruption to the efficient operations of the district.
    c. The purpose of this provision is to allow reasonable access to the extent practicable. Individuals who make requests (a) for the purpose of adding staff burden; (b) at an unreasonable frequency or volume; or (c) for purposes inconsistent with the efficient operations of the district may be denied access to materials.
    d. A parental request to review specific standardized and criterion-referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.

2. Parents will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.

    a. Parents are invited to make appointments with the building principal to visit classes, assemblies, and other instructional activities. The principal shall give permission after determining that parental observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, in the sole discretion of the building principal.

    b. Parents may contact the building principal to request permission to attend counseling sessions in which their child is involved.

3. Parents may request that their children be excused from testing (except as provided below), classroom instruction, learning materials, activities, guest speaker events, and other school experiences ("school events") that parents find objectionable.

    a. Parents must submit this request in writing to the building principal for consideration.

    b. Building principals may excuse a student from any school events at the parent's written request if, in the principal's professional judgment, excusal from the activity would not result in diminution of the student's educational experience.

    c. When the building principal determines it appropriate, alternative experiences may be provided for the student by the school.

4. Parents will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.

5. Parents will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.

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

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

   b. State Assessments

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

   c. National Assessment of Educational Progress

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

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

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

   a. The principal must approve all surveys intended to gather information from students before they are administered to students.

b. Students' participation in surveys is voluntary. Parents may restrict their child from participating in any survey.

c. If the school administers (1) a survey requesting that students provide sexual information, mental health information, medical information, information on health-risk behaviors, religious information, information of political affiliation, or any other information that the school board deems to be sensitive in nature or (2) a non-anonymous survey requesting students provide information relating to drug, vape, alcohol, or tobacco use, the school district shall, at least fifteen days prior to the administration of the survey, notify parents, guardians, and educational decisionmakers of students that are to receive such survey. The notice will be made through the school's electronic notification system or by physical mail to the address on file for the student. The notice will describe the nature and types of questions included in the survey, the purposes and age-appropriateness of the survey, how information collected by the survey will be used, who will have access to such information, the steps that will be taken to protect student privacy, and whether and how any findings or results of such survey will be disclosed.

d. Parents have the right to: (1) request that a copy of the survey be sent through the school's electronic notification system or physical mail to the address on file for the student, (2) review the survey in person at the school, and (3) exempt their child from participating in the survey.

e. Unless required by federal or state law or regulation, school personnel administering any survey shall not disclose personally identifiable information of a child.

f. No survey requesting sexual information of a student shall be administered to any student in kindergarten through grade six.

g. The district will also comply with any survey requirements found in the district's policy on Protection of Pupil Rights.

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

Adopted on: June 14, 2010
Revised on: August 15, 2017, November 9, 2020, August 11, 2025
Reviewed on: August 14, 2023, August 12, 2024

5054
Student Bullying

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

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

Reporting Bullying. Students who experience or observe bullying behavior must immediately report what happened to a teacher or administrator. Students may always confer with their parents or guardians about bullying they experience or witness, but the students must also ultimately report the situation to a teacher or administrator.

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

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

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

Without limiting the foregoing, a student who engages in bullying behavior that materially and substantially interferes with or disrupts the educational environment, the district's day-to-day operations, or the education process, regardless of where the student is at the time

of engaging in the bullying behavior, may be subject to discipline to the extent permitted by law.

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

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

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

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

Adopted on: June 14, 2010
Revised on: August 13, 2018, August 10, 2020
Reviewed on: August 14, 2023, August 12, 2024, August 11, 2025

2027 Freightliner – Thomas C2

59 Passenger Capacity.....$135,750.00

Quote: 417388
Estimated Delivery Date: September, 2026
Subject to prior sale

Engine: Cummins ISB 6.7 Liter (220 HP/600 Torque) Turbo Diesel
Transmission: Allison 2500 – 6 Speed Automatic
Brakes: Hydraulic Disc
Mileage: NEW

ADDITIONAL SPECIFICATIONS:

-Air Conditioning: Automotive style driver's air conditioning integrated into dash vents.
-Alternator: 240 amp Leece Neville
-Axle/front: 8,000 lb. set back
-Axle/rear: 19,000 lb.
-Barriers: (2) 39" with blue proform fireblock covering
-Batteries: Dual (2) Alliance, 1900 CCA. Battery cut-off switch included.
-Block Heater: 750 watt with plug in located in front bumper
-Brakes: Hydraulic - 4 wheel disc
-Cell Phone Charger for Driver (dual USB style)
-Cruise Control
-Entrance Door: Electric operated with switch in dash. Assist handles on both sides of steps.
-Exhaust: Single right hand horizontal muffler and tail pipe
-Fenderettes: Mounted over rear wheels (steel)
-Floor Covering: 5/8" plywood covered with heavy duty vinyl.
-Fuel Tank: 60 gallon. Safety mounted between frame rails. Hinged door
-Glove Box and Storage: Large glove box above driver and floor mounted clip board holder
-GVWR: 27,000 lbs
-Heaters/Defrosters:
    -93,000 BTU left front heater/defroster
    -53,000 BTU stepwell heater
    -Dual (2) rear heaters: 50,000 BTU mid and 84,000 BTU rear
    -Bergstrom heater booster pump
    -(2) defroster fans mounted above windshield
-Headroom: 78" interior height
-Heated fuel/water separator
-Horns: Dual electric with center steering wheel activation

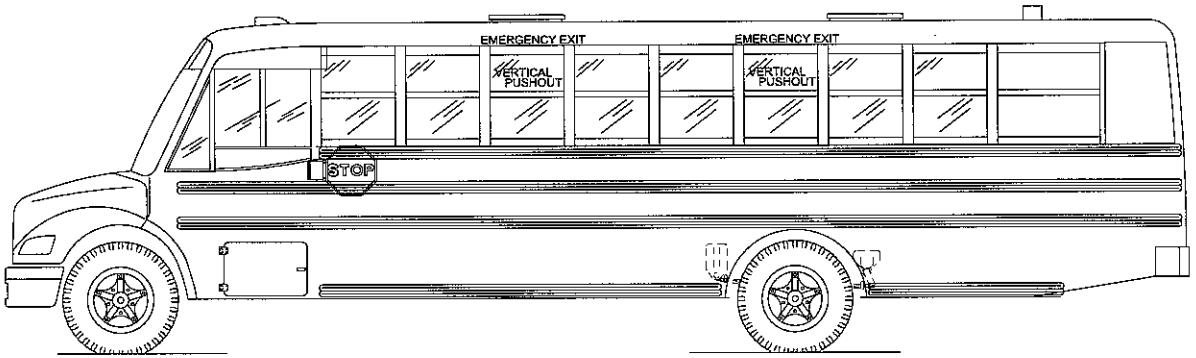
-Insulation Package: Acoustic panels first section above driver.
-Lettering: YOUR SCHOOL DISTRICT, Unit numbers as requested
-Lights: Halogen headlights with daytime running lights, driver's dome light on separate switch, dual row of dome lights on separate switch.
LED Clearance/Marker- red rear/amber rear, back-up- clear, stop/tail- red.
LED Marker/Cluster-Per FMVSS .
LED side mounted turn signals on fender and side panels
LED 8 lamp warning system flush mounted.
LED Stepwell light
Strobe Light
-Manuals: Printed operator's maintenance manual
-Mirrors: Open View **heated/self-defrosting rear view mirrors with Remote Control**
Heated Cross-over mirrors
-Mud Flaps: Front and Rear
-Paint: Yellow w/ black trim. Interior light gray. Undercoated chassis
-Parcel Racks: Interior tubular type parcel racks on both sides with padding.
-Radio: AM/FM with PA and roof mounted speakers
-Roof Hatches: 2 installed in self-sealing pre-cut panels
-Rub Rails: Four (4) exterior side rub rails located at window level, seat level, floor, level, and bottom skirt. Sealed with Saf-T-Bond structural adhesive.
-Safety Equipment: (2) Nebraska first aid kits, one mounted front and one at rear of bus. 5 lb chemical type fire extinguisher, moisture proof body fluid clean up kit, triangle safety kit.
-Safety Solenoid Switch: Single switch for complete shutdown of all heaters and radio
Seat/Driver: National high back **'Heated' Air Ride seat** with three point retractable shoulder harness, dual armrests, and adjustable lumbar support.
-Seats/Passenger: (19) 39" & (1) 26" passenger seats covered with 42 oz. blue Proform leatherette fire block material and pivot cushion for cleaning. Powder-coated frames
-Steering: Tilt steering wheel
-Stop Arm: Highly reflective and equipped with high intensity LED lights
-Suspension/Front: 9000 lb. soft ride springs
-Suspension/Rear: 19,000 lb. soft ride springs
-Tires: Hankook 11R22.5 w/ mud & snow tread on rear
-Tow Hooks: Front and rear
-Under Storage Luggage: 100" double door, mid mount on curb side.
-Ventilator: Static type, non-closable
-Wheelbase: 238"
-Wheels: 22.5 x 8.25 10 hole hub mounted – painted black
-Windows: All side and rear passenger windows tinted
4 push/out windows (2 per side)
-Windshield: Automotive style one piece, bonded, and curved, slanted to reduce glare and breakage and provide maximum vision. The tinted safety plate laminated glass provides 3362 square inches of windshield area.
-Winter Front Cover: Snap on cover for grill in yellow.
-WARRANTY:
Thomas/Freightliner comes standard with a 3 year/50,000 mile bumper to bumper warranty....the best in the industry!
Base: Limited 3 year bumper to bumper
Body: Limited 5 years on body

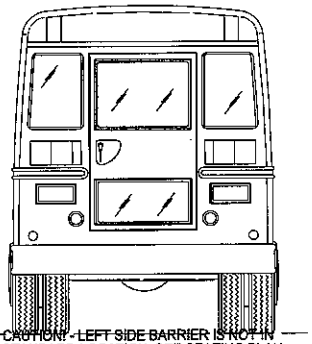
Engine: Limited 5 year/100,000 miles
Transmission: Limited 7 years/unlimited miles
Axles: Limited 5 years/unlimited includes king pins

Corey Sundberg ***6/29/2026***

Corey Sundberg Date

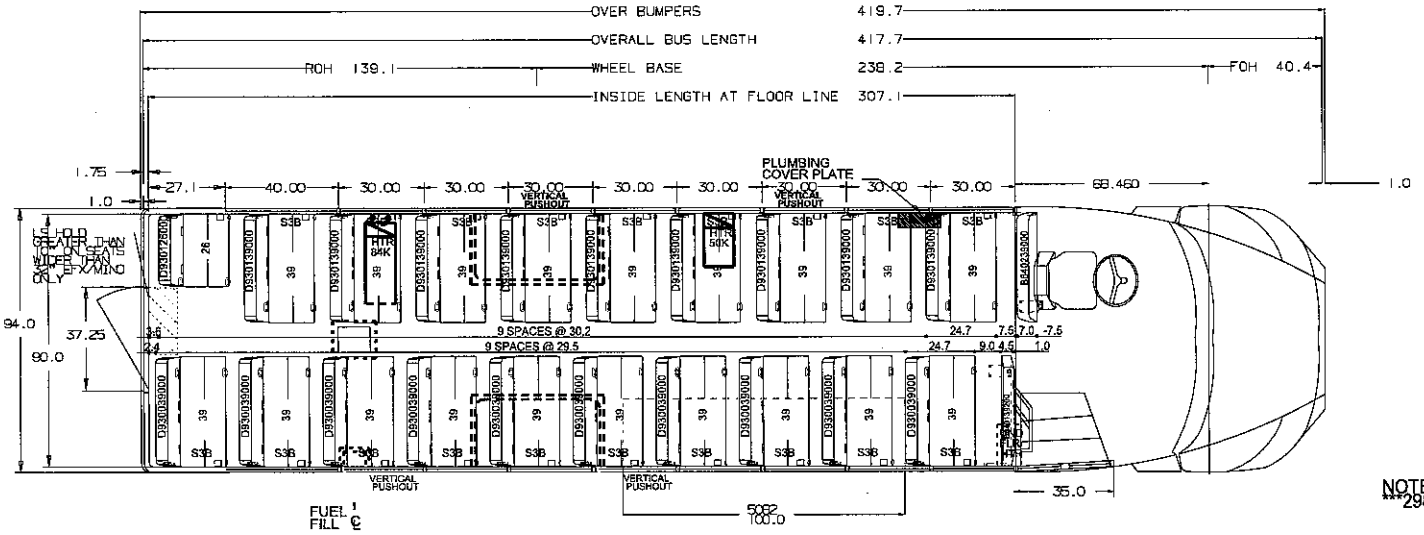
SEATING CAPACITY: 59 + DRIVER

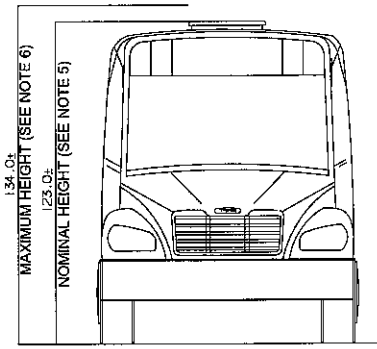




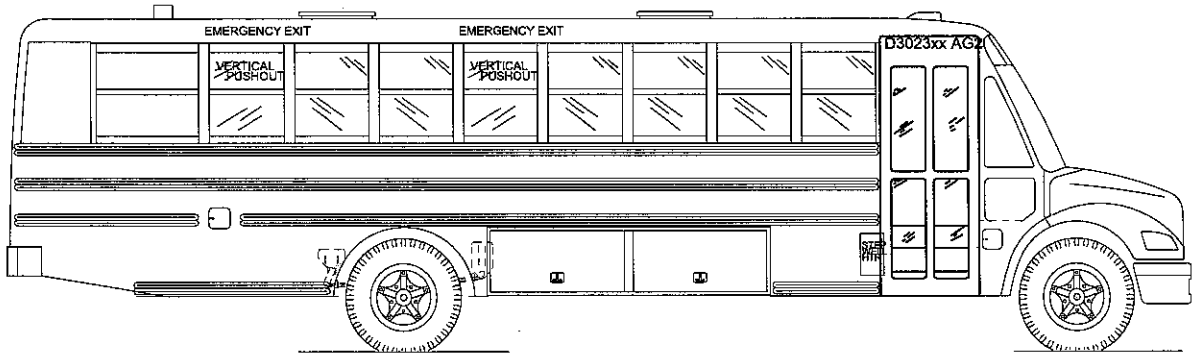
CAUTION! - LEFT SIDE BARRIER IS NOT IN STANDARD LOCATION, SEE SEATING PLAN.

CAUTION! - RIGHT SIDE BARRIER IS NOT IN STANDARD LOCATION, SEE SEATING PLAN.





NOTES:
29800 GVWR - HYD BRAKES



Model: Saf-T-Liner C2
Quote Number: 406451
Locality: NE

GENERAL NOTES

1. SOME ITEMS, SUCH AS CV MIRRORS, ROOF LUGGAGE RACKS, AND OTHER ITEMS, ARE SHOWN IN ONE VIEW ONLY FOR CLARITY.
2. THIS DRAWING IS A REPRESENTATION ONLY AND MAY NOT HAVE ALL ITEMS REQUIRED. PLEASE REFER TO ORDER!
3. THE CLEARANCE BETWEEN BOTTOM OF BUS OR BOTTOM OF UNDERBODY COMPARTMENTS AND GROUND WILL VARY ACCORDING TO TIRE SIZE, BUS LOAD, AND SUSPENSION TYPE.
4. THE MAXIMUM WIDTH AT BELT LINE OVER GUARD RAILS IS 96".
5. THE NOMINAL BUS HEIGHT IS BASED ON A STANDARD BODY AND LARGEST SIZE TIRES.
6. THE MAXIMUM BUS HEIGHT IS BASED ON BODY WITH OPTIONS SUCH AS A/C UNITS, STROBE LIGHT, LARGEST SUSPENSION ETC.
7. "OVER BUMPER" DIMENSION DOES NOT TAKE INTO ACCOUNT OPTIONS THAT MAY ADD TO THE TOTAL LENGTH OF THE BUS, SUCH AS MIRRORS, LIGHTS AND CROSSING ARMS.

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SIDE	ROW	SPACING	KNEE ROOM
LEFT		30.2	29.0
RIGHT		29.5	28.3

THOMAS BUILT BUSES, INC
HIGH POINT, NC

TITLE: PLAN AND ELEVATION
BODY 281TS

DRN: 04-11-24 BY: T. Dean | SIZE: S | DWG. NO. 891600

SCALE 3/8"=12"

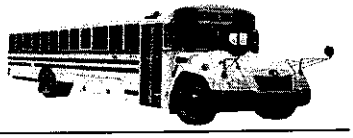
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NEBRASKA / CENTRAL EQUIPMENT, INC.
bus sales & service

Nebraska/Central Equipment, Inc.

112 Apollo Avenue
Alda, Nebraska 68810
(308) 381-2473 Phone
www.necentral.net

250538



Customer	School District of Seward
Contact	Marty Telecky
Address	410 South Street
City, State, Zip	Seward, NE 68434
Bid Date	July 8, 2026
Estimated Delivery	5-8 Months

Phone 402-643-1160
Email telecky@sewardschoo
Rep: Jacob Supercynski

Model Year	2027	Make	Blue Bird Vision
Wheelbase	273"	Model	BB_BBCV
Capacity	65 Passengers	Body Length	33'03"
Base Bid Price	$143,000.00		

Tax, title and license fees not included

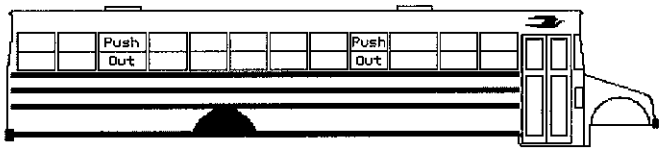
Diesel

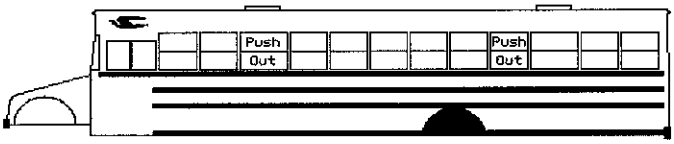
Quantity	Base Model	Description
1	BBCV 3303	B.B. CONVENTIONAL
Quote Id:	250538	Standard Options
1	00198-02	LATCH,LOCKING,DOOR BATTERY CMPT
1	00254	STEPWELL, NATL STDS,1990
1	00374-01	RETAINER REAR EMERG DOOR
1	00984	PLYWOOD FLOOR SCREWED DOWN
1	01485-07	INSULATION,BODY,FIBERGLASS
1	01507-04	HEADLINING,SOLID,DRVS/1ST ACOUSTIC
1	01561	EMERGENCY DOOR ARROWS
1	01922-02	DAYTIME RUN LGTS,W/ P/BRAKE DEACTIVATE
1	02230	DOOR SWITCH,STEPWELL LIGHT
1	02324	EXTERIOR SOLID NSBY
1	02325-18	LOGO,BIRD ONLY,VINYL,BLACK
1	02449-11	GALVALUME I/S PNL,FULL HEM,TEXTURIZED
1	03183-01	VISOR,ACRYLIC,LEFT SIDE,ADJUSTABLE
1	03288	4 PC FLAT SHADED W/S
1	06266-01	UNDERCOAT,MODIFIED WAX,PREMIUM
1	30001	ACCESSORY POWER SOCKET W/CAP,BATTERY
1	30056-18	HOSE,HTR,EPDM,W/CT CLAMPS
1	30102-15	LIGHTS,CL/MK,LED,2 AMBER,2 RED
1	30103-10	LIGHTS,ID,GROMMET MOUNT,LED
1	30105-10	LIGHTS,MKR,LED,INTERMEDIATE
1	30109-01	PRE-TRIP EXTERIOR LIGHT TEST
1	30116-05	LIGHTS,DIRECTIONALS,RR,AMBER LED
1	30123-02	HEADLAMPS,LED
1	30173-06	LIGHT,4" LED,STOP/TAIL,VANDAL RESIST
1	30175-03	LIGHT,7" STOP/TAIL,LED
1	30176-07	LIGHT,4" BACKUP,LED,VANDAL RESIST
1	30199-01	SYSTEM,WARN,8-LGT,SEQ
1	30201-01	SEQUENCE,W/L SYSTEM,SEQUENTIAL
1	30210-01	SWITCH,W/L MASTER,LOC,LH
1	30210-03	SWITCH,W/L START,LOC,LH
1	30210-09	LIGHTS,PILOT,W/L SYSTEM,LOC,LH
1	30211-03	CONTROLS,CONFIG,W/L,OPT #3,8-LGT,LH
1	30218-02	SWITCH,W/L,MASTER,GREEN PILOT
1	30225-01	SWITCH,W/L START,MANUAL
1	30228-02	INDICATOR,W/L SYSTEM,AMBER/RED
1	30293-44	STOP ARM,ELEC,LED,HI-IN,STROBE
1	30295-05	LOCATION,STOP ARM,FRONT
1	30297-11	WIRING,S/ARM,ELECT W/INDEP FLSHR
1	30316-01	WIRING,W/L SYSTEM,14 GA
1	30321-01	LIGHT,SWITCH PANEL,CHASSIS CTRL
1	30386-05	PAINT,CHASSIS,GRILLE,SURROUND SILVER,CV
1	30400-01	PAINT, INTERIOR, ASTRO WHITE
1	30430-02	VINYL,REFL,RR EMER DR YELLOW,3M
1	30483-25	MIRROR,EXT,OPEN VIEW,SPLIT SYSTEM
1	30484-17	MIRROR,CROSSVIEW,EYE-MAX LP
1	30529-02	3" REFLECTOR,STANDARD,3M DIA GRADE
1	30733-10	AIR BAG, DRIVER
22	30834-05	PAD,CUSHION,SEAT,REBOND
1	30905-04	DASH,GLOVE BOX
1	30945-11	BODY CONSTRUCTION FM/CMVSS 221

1	30960-06	STEPWELL, GALVANIZED
1	30977-02	DOOR,ENTRANCE,OUTWARD OPENING
1	30978-01	DOOR CONTROL,MANUAL,PAINTED
1	31015-02	DOOR,EMERGENCY,REAR,2 WINDOW
1	31021-01	COVERING,FLOOR,RUBBER,BLACK
1	31024-02	TRIM,AISLE,ALUMINUM
1	31026-02	STEPTREAD,VINYL,RIBBED
1	31027-01	STEPTREAD,VINYL,BLACK
1	31049-01	HANDRAIL,ENT DR,BARRIER 3.25 - 5.25
1	31114-01	END CAP,RUB RAIL,STAMPED STEEL
1	31156-06	LIGHT,STEPWELL,LED
1	31166-01	MARKER LGT CONTROL,STEPWELL LGT
1	31188-01	GLASS,ENT DR,LOWER,CLR,TEMP
1	31189-01	GLASS,ENT DR,UPPER,TEMPERED
1	31201-03	BUZZER,REAR EMERG DOOR
1	38105-33	CAMERA,SYSTEM,FRT/RR VIEW,EXTERIOR
1	40000-19	AXLE,STEER,HENDRICKSON NXT,10000 LBS
1	40005-22	SUSPENSION,SPRG,REAR,1-STAGE,21000
1	40018-65	AXLE,REAR,S21-140,5.29
1	40048-02	LUBRICATION,OIL,PETROLEUM,AXLE
1	40049-08	PEDAL,FOOT BRAKE,PARKING,HYD
1	40071-05	BRAKES,HYDRAULIC,MERITOR,70MM 4 POD
1	40076-04	BRAKES,ANTI-LOCK (ABS),HYD,SMARTTRAC
1	40086-04	BUMPER,REAR,STEEL
1	40088-06	BUMPER,FRONT,STEEL 15IN
1	40097-04	COLUMN,STEER,TILT/TELESCOPE,DOUG AUTOTEC
1	40098-01	CRUISE CONTROL
1	40108-01	HOSE,COOLING,SILICONE,W/CONST TRQU CLAMP
1	40111-02	FLUID,TRANSMISSION,SYNTHETIC
1	40111-11	ANTIFREEZE,ES COMPLEAT,CUMMINS (BLUE)
1	40141-03	BATTERY COMPARTMENT,SLIDER TRAY,CHAS MTD
1	40142-01	SWITCH,BATTERY DISCONNECT
1	40142-24	BATTERIES,GROUP 31,TWO
1	40171-09	GOVERNOR,ROAD SPEED,75 MPH
1	40215-18	EXHAUST,PRIMARY,SING CAN A/T,CUM
1	40233-23	FILTER,FUEL,DCM MOUNTED
1	40241-01	FUEL SYSTEM,DSL,60 GAL BFR RH FILL
1	40280-04	GAUGE,SPEEDOMETER, MILES
1	40390-14	BALANCE FRONT WHEELS
1	40432-14	TRANS,ALLISON,2500PTS 5 SPD
1	40440-23	WHEELS,STEEL,8.25X22.5,BLK,5HH
1	40453-02	ELECTRONIC STABILITY CONTROL
Quote Id:	250538	**Optional Features**
		------ CHASSIS ---------
1	30058-05	PUMP,HEATER WATER
1	40004-19	SUSP,SPRG,FRT,SOFTEK,10000
1	40050-03*	BRAKE,EXHAUST,VGT
1	40051-10	BRAKE INTERLOCK,PARKING,HYD BRAKES
1	40134-08	ALTERNATOR,LEECE-NEV,BRUSHLESS,280 AMP
1	40165-07	TORQUE MGNT,SPL070 DRIVELINE
1	40168-01	HEATER,ENGINE BLOCK,INTERNAL,750W
1	40179-62	ENG,CUM B6.7,DSL,240HP@600LB-FT,EPA
1	40216-01	TAILPIPE,UNDER BUMPER
1	40356-09	TIRE,KUMHO,11R22.5,LRH,KRS12E FT/KRD23 R
1	40390-04	BALANCE,REAR WHEELS
1	40411-01	TOW HOOKS, FRONT
1	40411-02	TOW HOOKS, REAR
		------ BODY ---------
2	00179-04	SPRING,GAS,DOUBLE DOOR,LUGGAGE BOX
1	00186-05	DOUBLE,RHMM,LUGGAGE,28.40 CU.FT.
1	00186-06	DOUBLE,LHMM,LUGGAGE,28.40 CU.FT.
1	00219-01	SLIDING BOLT VANDAL LOCK - RCED
1	00358	3 POINT BAR LOCK REAR
1	00505-05	FUEL TANK DOOR,SPRING-LOADED,LOCKING
1	02380-01	PANEL,SIDE, 16 GA, 16 1/4 SKIRT
1	02679	EXTEND WINDOW RAIL
1	02683	EXTEND SEAT RAIL
1	03110	GRIP HANDLES
1	03110-01	STEP,COWL,FOLDING
1	03470-11	77 IN HEADROOM CONVENTIONAL
2	30030-29	VENT,ADVANTAGE,STANDARD
1	30060-07	HEATER,50K,FRT STEPWELL AREA
1	30060-09	HEATER,50K,LH,FRONT,F/M
1	30060-11	HEATER,50K,LH,REAR,F/M

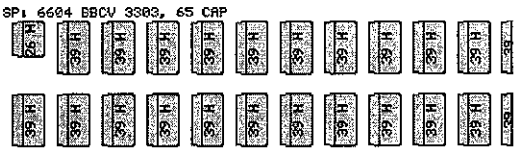
1	30210-22	SWITCH,HAZARD KY,ADDITIONAL
1	30260-27	RADIO AM/FM/USB/AUX/ BT WITH PA
1	30450-01	DECAL,CLEAN IDLE,EPA ONLY
1	30456-08	MIRROR,REARVIEW,INT 6X30,W/MONITOR
1	30482-13	HEATED MIRROR,EXT,15 MIN TIMER,REM CTRL
1	30646-07	BFK, NEBRASKA
1	30758-01	CERTIFICATION,4-WHEEL ALIGNMENT
1	30797-01	ARMREST,RH,DRIVER,SEAT,NATIONAL
1	30797-02	ARMREST,LH,DRIVER,SEAT,NATIONAL
22	30857-47	UPH,FIRE BLOCK,GRAY,PASS
2	30857-54	UPH,FIRE BLOCK,GRAY,BARRIER
1	30905-05	CONSOLE MOUNT,ARM REST
1	30981-03	LOCK,SECURITY,ENT DOOR
1	31184-03	GLASS,RR EMER DR,LWR,DK TINT,TEMP
1	31185-03	GLASS,RR EMER DR UPR,DK TINT,TEMP
1	31187-03	GLASS,REAR VISION,DK TINT,TEMP
4	31193-22	WINDOW,S/S,P/O,12",TEMP,TINT,BLK
1	31200-40	WDO ASSY,DRVR,STORM,CLEAR,TEMP,BLK
20	31202-24	WINDOW,S/S,12",TEMP,TINT,BLK
		------ ELECTRICAL ---------
1	02226	HORN,BACKING,BUS ROLL ACTIVATED
1	02656	3",REFLECTOR,BBCV FRONT BOW
2	30029-01	WIRING,VENT,ROOF HATCH,BUZZER
1	30057-02	SWITCH,NOISE SUPPRESSION,LATCHING
1	30117-21	LIGHTS,DIR/MKR,SIDE,LED,FRT,BELT
1	30117-23	LIGHTS,DIR/MKR,SIDE,LED,REAR,BELT
1	30120-05	LGTS,DIR,FRT AMBER,FENDER MNT,LED
1	30121-03	WIRING,DIR,SIDE,FRONT,BELTLINE
1	30121-05	WIRING,DIR,SIDE,REAR,BELTLINE
1	30151-05	LIGHTS,DOME,120 LUMENS,LED
1	30158-03	DOME,2 ROW/2 SWITCHES,F & R,CONFIG
1	30200-19	LIGHTS,WARN,LED,8-LGT,AMB/RED
1	30210-07	SWITCH,W/L,EM OVERRIDE,LOC,LH
1	30222-04	SWITCH,EMERGENCY OVERRIDE
1	30244-04	LOCATION,STROBE,18" FROM REAR OF ROOF
1	30245-10	LIGHT,STROBE,SELF-CONT,LED,CLEAR
1	30246-03	CONTROL,STROBE,S/CONT,W/PILOT
1	30269-06	SPEAKER,DLX,8 SPKR SYS W/WIRING
1	30310-02	HORN,BACKING SAFETY,112 DB
1	30315-01	WIRING,DRIVERS SEAT,HEATED
1	30331-02	CIRCUIT PROTECTION,BREAKERS,MANUAL RESET
1	30331-03	CIRCUIT PROTECTION,AUX,IGN CONTROLLED
4	31201-10	WIRING,P/O WINDOW,DRS BUZ ONLY
1	40493-16	PROGRAM,TCM,F/S 2.0,GHG
		------ PAINT ---------
1	01505	I-1 CAPACITY (NO.) PASSENGERS
1	01525-01	REFLECTIVE VINYL,FRONT BUMPER
1	01525-02	REFLECTIVE VINYL,REAR BUMPER
4	30365-01	LETTERING,EMERGENCY EXIT,ABOVE EXIT
1	30365-02	LETTERING,EMERGENCY DOOR,ABOVE EXIT
5	30366-01	LETTERING,EMERGENCY,INTERIOR,VINYL,BLACK
5	30366-02	LETTERING,EMERGENCY,EXTERIOR,VINYL,BLACK
1	30385-05	PAINT,RUBRAILS ONLY,FULL WIDTH BLACK
1	30395-02	BACKGROUND,WARN LGT,3" BLACK
4	30430-04	VINYL,REFL,P/O WINDOW YELLOW,3M
1	30430-07	VINYL,REFL,2IN SIDE YELLOW,3M
1	30430-08	VINYL,REFL,1.75 IN RR YELLOW,3M
1	30430-62	VINYL,REFL,SB SIGN,FRT/RR YELLOW
		------ SEATS ---------
1	02783-01	SEAT,26,NON S/BELT,HBK,REAR
21	02783-04	SEAT,39,NON S/BELT,HBK
1	02836-16	S/BELT,DRV,3PT,SGL RET,BUZ/WRN LT,ORANGE
1	02980-11	SHOULDER PADS
1	30784-09	PANEL,MODESTY,BARRIER,ENT DOOR
1	30784-43	PANEL,MODESTY,BARRIER,DRIVER,LH
1	30795-10	SEAT,DRV,NATIONAL,PED,W/HEAT CUSH,CHAR
1	30815-02	CUTTER,SEAT BELT,TIE-TECH
2	30820-09	BARRIER, 39 INCH HIGH BACK
		------ ACCESSORIES ---------
1	00575	FLAPS FRONT RUBBER
1	00586	FLAPS REAR WITH BB LOGO
1	00661-01	FE 5 LB DRY W/HOSE (DRIVERS CPT)
1	06226	TRIANGULAR WNG DEVICE W/MTL HOLDER
2	30572-01	FAK,NEBRASKA

1	30905-03	HOLDER,CUP
		------ INTERIOR --------
1	00288	FORWARD GRABRAIL
1	00986-11	FLOOR,PLYWOOD,5/8" TREATED
1	01014	STEEL FLOOR TRIM
1	01506	SOUND DEADENING SPRAY COAT 1/16 THK
1	30026-01	FAN,AUXILIARY,UPPER RIGHT,6"
1	30026-03	FAN,AUXILIARY,UPPER CENTER,6"
1	30906-02	COMPARTMENT,STORAGE,OVERHEAD,LOCKNG
		------ EXTERIOR --------
1	00600	FENDERS REAR RUBBER
1	03442	WIPER BLADES ALL WEATHER,18IN
1	40213-12*	ENGINE EMISSIONS CONTROL,EPA,2026
Quote Id:	250538	Additional Feature Information
0150500		I-1 CAPACITY (NO.) PASSENGERS
		User Location: Nebraska
3003029		VENT,ADVANTAGE,STANDARD
		User Location: 03RH
3003029		VENT,ADVANTAGE,STANDARD
		User Location: 10RH
3057201		FAK,NEBRASKA
		User Location: Nebraska
3057201		FAK,NEBRASKA
		User Location: Nebraska

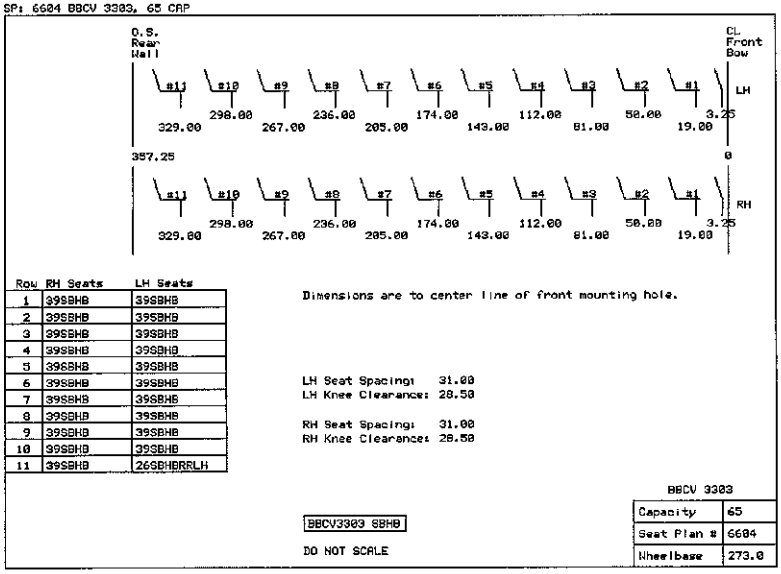




SP: 6604 BBCV 3303, 65 CAP



SP: 6604 BBCV 3303, 65 CAP



Row	RH Seats	LH Seats
1	39SBHB	39SBHB
2	39SBHB	39SBHB
3	39SBHB	39SBHB
4	39SBHB	39SBHB
5	39SBHB	39SBHB
6	39SBHB	39SBHB
7	39SBHB	39SBHB
8	39SBHB	39SBHB
9	39SBHB	39SBHB
10	39SBHB	39SBHB
11	39SBHB	26SBHBRRLH

Dimensions are to center line of front mounting hole.

LH Seat Spacing: 31.00
LH Knee Clearance: 28.50

RH Seat Spacing: 31.00
RH Knee Clearance: 28.50

BBCV3303 SBHB

DO NOT SCALE

BBCV 3303

Capacity	65
Seat Plan #	6604
Wheelbase	273.0

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253911



Customer	School District of Seward		
Contact	Marty Telecky		
Address	410 South Street		
City, State, Zip	Seward, NE 68434	Phone	402-643-1160
Bid Date	July 8, 2026	Email	telecky@sewardschoc
Estimated Delivery	5-8 Months	Rep:	Jacob Supercynski

Model Year	2027	Make	Blue Bird Vision
Wheelbase	238"	Model	BB_BBCV
Capacity	59 Passengers	Body Length	28'07"
Base Bid Price	$155,000.00		

Tax, title and license fees not included

Diesel

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1	30116-05	LIGHTS,DIRECTIONALS,RR,AMBER LED
1	30123-02	HEADLAMPS,LED
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1	30905-04	DASH,GLOVE BOX
1	30945-09	BODY CONSTRUCTION FM/CMVSS 221
1	30959-08	PANEL,OUTSIDE SIDE,20 GA,16.25 SKIRT

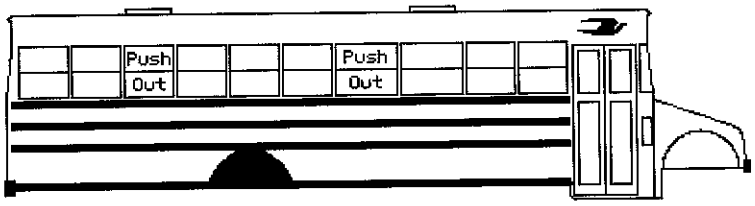
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1	31189-01	GLASS,ENT DR,UPPER,TEMPERED
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1	40215-18	EXHAUST,PRIMARY,SING CAN A/T,CUM
1	40233-23	FILTER,FUEL,DCM MOUNTED
1	40241-01	FUEL SYSTEM,DSL,60 GAL BFR RH FILL
1	40280-04	GAUGE,SPEEDOMETER, MILES
1	40390-14	BALANCE FRONT WHEELS
1	40432-14	TRANS,ALLISON,2500PTS 5 SPD
1	40440-23	WHEELS,STEEL,8.25X22.5,BLK,5HH
1	40453-02	ELECTRONIC STABILITY CONTROL
Quote Id:	253911	Optional Features
		------ CHASSIS ---------
1	30017-02	CONDENSER,LEFT HAND,MID MOUNT
1	30058-05	PUMP,HEATER WATER
1	40049-01	DUST SHIELDS,BRAKE,FRT/RR
1	40050-03*	BRAKE,EXHAUST,VGT
1	40052-03	ADJ,SLK,AUTO,MERITOR
1	40053-03	CHAMBERS,BRAKE,AIR,WABCO
1	40070-06	BRAKES,AIR,MERITOR,5"FRT/7"RR
1	40076-01	BRAKES,ANTI-LOCK(ABS),AIR
1	40081-19	DRYER,AIR,BENDIX AD-IP
1	40111-08	ANTIFREEZE,ES COMPLEAT OAT
1	40134-08	ALTERNATOR,LEECE-NEV,BRUSHLESS,280 AMP
1	40165-07	TORQUE MGNT,SPL070 DRIVELINE
1	40168-01	HEATER,ENGINE BLOCK,INTERNAL,750W
1	40179-81	ENG,CUM B6.7,DSL,250HP@660LB-FT,EPA
1	40216-01	TAILPIPE,UNDER BUMPER
1	40350-97	GY,11R22.5,LRH,FUELMAX RTD RR/END RSA FT
1	40411-01	TOW HOOKS, FRONT
1	40411-02	TOW HOOKS, REAR
		------ BODY ---------
1	00219-01	SLIDING BOLT VANDAL LOCK - RCED
1	00358	3 POINT BAR LOCK REAR
1	02679	EXTEND WINDOW RAIL
1	02683	EXTEND SEAT RAIL
1	03110	GRIP HANDLES
1	03110-01	STEP,COWL,FOLDING
1	03470-09	77 IN HEADROOM CONVENTIONAL
1	30014-05	A/C,BULKHEAD,FRONT AND REAR
1	30029-03	WIRING,VENT,ROOF HATCH,FAN
1	30030-28	VENT,SAFE FLEET,W/POWER FAN
1	30030-29	VENT,ADVANTAGE,STANDARD
1	30056-01	HOSE,HTR,SILICONE,W/CT CLAMPS
1	30060-07	HEATER,50K,FRT STEPWELL AREA
1	30060-19	HEATER,80K,LH,FRONT,F/M
1	30060-21	HEATER,80K,LH,REAR,F/M
1	30293-41	STOP ARM,ELEC,LED,HI-IN,CLUSTER
1	30337-07	INSULATION,BODY,POLYESTER/FIBERGLASS

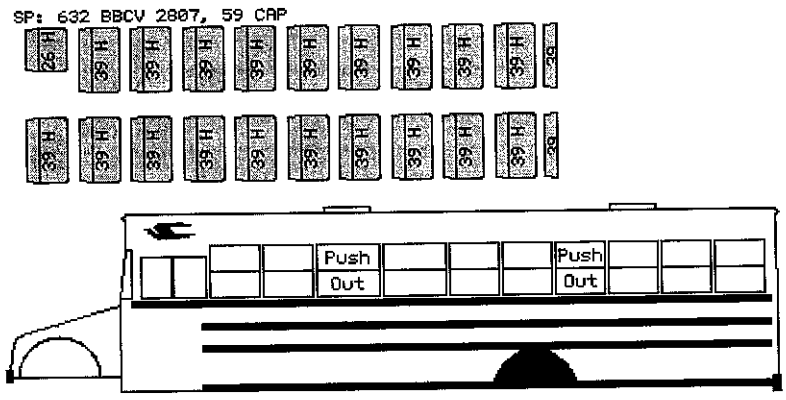
1	30450-01	DECAL,CLEAN IDLE,EPA ONLY
1	30456-08	MIRROR,REARVIEW,INT 6X30,W/MONITOR
1	30482-13	HEATED MIRROR,EXT,15 MIN TIMER,REM CTRL
1	30646-07	BFK, NEBRASKA
1	30796-01	SEAT,DRVR,NATIONAL,AIR,PRFM,GRAY
1	30797-01	ARMREST,RH,DRIVER,SEAT,NATIONAL
1	30797-02	ARMREST,LH,DRIVER,SEAT,NATIONAL
1	30857-23	UPH,FIREBLOCK,SEAT BOTTOMS/BACKS
20	30857-47	UPH,FIRE BLOCK,GRAY,PASS
2	30857-54	UPH,FIRE BLOCK,GRAY,BARRIER
1	30905-05	CONSOLE MOUNT,ARM REST
1	30978-07	DOOR CONTROL,AIR PWR,LATCH SW,3-POS
1	30981-03	LOCK,SECURITY,ENT DOOR
1	31027-02	STEPTREAD,VINYL,GRAY
1	31184-03	GLASS,RR EMER DR,LWR,DK TINT,TEMP
1	31185-03	GLASS,RR EMER DR UPR,DK TINT,TEMP
1	31187-03	GLASS,REAR VISION,DK TINT,TEMP
4	31193-22	WINDOW,S/S,P/O,12",TEMP,TINT,BLK
1	31200-40	WDO ASSY,DRVR,STORM,CLEAR,TEMP,BLK
16	31202-24	WINDOW,S/S,12",TEMP,TINT,BLK
1	38202-01	SWITCH,AUTOMATIC HIGH IDLE,WITH A/C
		------ ELECTRICAL ---------
1	02226	HORN,BACKING,BUS ROLL ACTIVATED
2	30029-01	WIRING,VENT,ROOF HATCH,BUZZER
1	30057-02	SWITCH,NOISE SUPPRESSION,LATCHING
1	30117-21	LIGHTS,DIR/MKR,SIDE,LED,FRT,BELT
1	30117-23	LIGHTS,DIR/MKR,SIDE,LED,REAR,BELT
1	30120-05	LGTS,DIR,FRT AMBER,FENDER MNT,LED
1	30121-03	WIRING,DIR,SIDE,FRONT,BELTLINE
1	30121-05	WIRING,DIR,SIDE,REAR,BELTLINE
1	30151-05	LIGHTS,DOME,120 LUMENS,LED
1	30155-03	LIGHT,1 DOME,DRIVERS,LED,SEPARATE SW
1	30196-05	HOODS,WARNING LIGHTS,INDIVIDUAL
1	30200-19	LIGHTS,WARN,LED,8-LGT,AMB/RED
1	30210-07	SWITCH,W/L,EM OVERRIDE,LOC,LH
1	30210-17	SWITCH,DOOR CONTROL,LOC,LH
1	30222-04	SWITCH,EMERGENCY OVERRIDE
1	30244-04	LOCATION,STROBE,18" FROM REAR OF ROOF
1	30245-10	LIGHT,STROBE,SELF-CONT,LED,CLEAR
1	30246-03	CONTROL,STROBE,S/CONT,W/PILOT
1	30269-06	SPEAKER,DLX,8 SPKR SYS W/WIRING
1	30310-02	HORN,BACKING SAFETY,112 DB
1	30331-02	CIRCUIT PROTECTION,BREAKERS,MANUAL RESET
4	31201-10	WIRING,P/O WINDOW,DRS BUZ ONLY
1	40493-16	PROGRAM,TCM,F/S 2.0,GHG
		------ PAINT ---------
1	01505	I-1 CAPACITY (NO.) PASSENGERS
1	01525-01	REFLECTIVE VINYL,FRONT BUMPER
1	01525-02	REFLECTIVE VINYL,REAR BUMPER
4	30365-01	LETTERING,EMERGENCY EXIT,ABOVE EXIT
1	30365-02	LETTERING,EMERGENCY DOOR,ABOVE EXIT
5	30366-01	LETTERING,EMERGENCY,INTERIOR,VINYL,BLACK
5	30366-02	LETTERING,EMERGENCY,EXTERIOR,VINYL,BLACK
1	30385-05	PAINT,RUBRAILS ONLY,FULL WIDTH BLACK
1	30395-02	BACKGROUND,WARN LGT,3" BLACK
4	30430-04	VINYL,REFL,P/O WINDOW YELLOW,3M
1	30430-07	VINYL,REFL,2IN SIDE YELLOW,3M
1	30430-08	VINYL,REFL,1.75 IN RR YELLOW,3M
1	30430-62	VINYL,REFL,SB SIGN,FRT/RR YELLOW
1	30883-03	DECAL,BATTERY DISCONNECT SWITCH,RED
		------ SEATS ---------
1	02783-01	SEAT,26,NON S/BELT,HBK,REAR
19	02783-04	SEAT,39,NON S/BELT,HBK
1	02980-09	SHOULDER PADS
1	30784-09	PANEL,MODESTY,BARRIER,ENT DOOR
1	30815-02	CUTTER,SEAT BELT,TIE-TECH
2	30820-09	BARRIER, 39 INCH HIGH BACK
		------ ACCESSORIES ---------
1	00575	FLAPS FRONT RUBBER
1	00586	FLAPS REAR WITH BB LOGO
1	00661-01	FE 5 LB DRY W/HOSE (DRIVERS CPT)
1	00754-01	TRIANGULAR WARN DEVICE FLR,W/STRAP
2	30572-01	FAK,NEBRASKA
1	30905-03	HOLDER,CUP

1	31300-25*	WARRANTY, BRONZE 2/10
		------ INTERIOR ---------
1	00986-09	FLOOR,PLYWOOD,5/8"TREATED
1	01506	SOUND DEADENING SPRAY COAT 1/16 THK
1	01507-02	ACOUSTIC HEADLINING FULL LENGTH
1	30026-02	FAN,AUXILIARY,UPPER LEFT,6"
1	30026-03	FAN,AUXILIARY,UPPER CENTER,6"
1	31021-09	COVERING,FLOOR,RUBBER,DARK GREY
1	31028-09	COVERING,FLOOR,RUBBER
		------ EXTERIOR ---------
1	00600	FENDERS REAR RUBBER
1	03442	WIPER BLADES ALL WEATHER,18IN
1	40213-12*	ENGINE EMISSIONS CONTROL,EPA,2026
Quote Id:	**253911**	**Additional Feature Information**
0150500		I-1 CAPACITY (NO.) PASSENGERS User Location: Front Upper Bulkhead
3001405		A/C,BULKHEAD,FRONT AND REAR User Location: NA
3002903		WIRING,VENT,ROOF HATCH,FAN User Location: 08RH
3003028		VENT,SAFE FLEET,W/POWER FAN User Location: 08RH
3003029		VENT,ADVANTAGE,STANDARD User Location: 03RH
3057201		FAK,NEBRASKA User Location: Front Upper Bulkhead
3057201		FAK,NEBRASKA User Location: rear upper bulkhead
Quote Id:	**253911**	**Lettering / Bus Number**
Lettering BLBS		Black Lettering 5" SCHOOL DISTRICT OF SEWARD
Bus Numbers Locations/Color/Size		NONE / NONE / NONE letters NONE / NONE / NONE letters NONE / NONE / NONE letters NONE / NONE / NONE letters

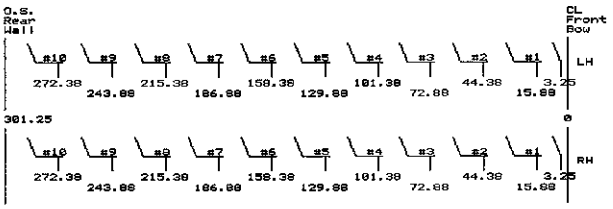
Additional Option Request, Cost Associated

$1,000.00	Storage	Single LHMM Luggage Shallow 11.2 CU.FT.	1 Door
$1,450.00	Storage	Double RHMM Luggage 22.70 CU.FT.	2 Doors
$1,250.00	Parcel Racks	Overhead Padded Tubular Luggage Racks	
$800	Electric Door	Electric Controlled Entrance Door	





SP: 632 BBCV 2807, 59 CAP



Row	RH Seats	LH Seats
1	39SBHB	39SBHB
2	39SBHB	39SBHB
3	39SBHB	39SBHB
4	39SBHB	39SBHB
5	39SBHB	39SBHB
6	39SBHB	39SBHB
7	39SBHB	39SBHB
8	39SBHB	39SBHB
9	39SBHB	39SBHB
10	39SBHB	26SBHBRRLH

Dimensions are to center line of front mounting hole.

LH Seat Spacing: 28.50
LH Knee Clearance: 26.00

RH Seat Spacing: 28.50
RH Knee Clearance: 26.00

BBCV2807 05

DO NOT SCALE

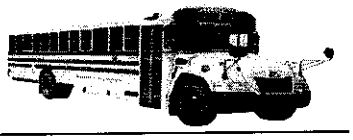
BBCV 2807

Capacity	59
Seat Plan #	632
Wheelbase	238.0

NEBRASKA / CENTRAL EQUIPMENT, INC.
bus sa es & service

Nebraska/Central Equipment, Inc.
112 Apollo Avenue
Alda, Nebraska 68810
(308) 381-2473 Phone
www.necentral.net

253901



Customer	School District of Seward
Contact	Marty Telecky
Address	410 South Street
City, State, Zip	Seward, NE 68434
Bid Date	July 8, 2026
Estimated Delivery	5-8 Months

Phone 402-643-1160
Email telecky@sewardschoo
Rep: Jacob Supercynski

Model Year	2027	Make	Blue Bird Vision
Wheelbase	238"	Model	BB_BBCV
Capacity	59 Passengers	Body Length	28'07"
Base Bid Price	$145,500.00		

Tax, title and license fees not included

Diesel

Quantity	Base Model	Description
1	BBCV 2807	B.B. CONVENTIONAL
Quote Id:	253901	Standard Options
1	00198-02	LATCH,LOCKING,DOOR BATTERY CMPT
1	00254	STEPWELL, NATL STDS,1990
1	00374-01	RETAINER REAR EMERG DOOR
1	00505-07	FUEL TANK DOOR,SPRING-LOADED,LATCHING
1	00984	PLYWOOD FLOOR SCREWED DOWN
1	01561	EMERGENCY DOOR ARROWS
1	01922-02	DAYTIME RUN LGTS,W/ P/BRAKE DEACTIVATE
1	02230	DOOR SWITCH,STEPWELL LIGHT
1	02324	EXTERIOR SOLID NSBY
1	02325-18	LOGO,BIRD ONLY,VINYL,BLACK
1	02449-09	GALVALUME I/S PNL,FULL HEM,TEXTURIZED
1	02836-18	S/BELT,DRV,3PT,SGL RET,BUZ/WRN LT,BLACK
1	03183-01	VISOR,ACRYLIC,LEFT SIDE,ADJUSTABLE
1	03288	4 PC FLAT SHADED W/S
1	06266-01	UNDERCOAT,MODIFIED WAX,PREMIUM
1	30001	ACCESSORY POWER SOCKET W/CAP,BATTERY
1	30102-15	LIGHTS,CL/MK,LED,2 AMBER,2 RED
1	30103-10	LIGHTS,ID,GROMMET MOUNT,LED
1	30105-10	LIGHTS,MKR,LED,INTERMEDIATE
1	30109-01	PRE-TRIP EXTERIOR LIGHT TEST
1	30116-05	LIGHTS,DIRECTIONALS,RR,AMBER LED
1	30123-02	HEADLAMPS,LED
1	30158-07	DOME,SINGLE SWITCH CONTROL
1	30173-06	LIGHT,4" LED,STOP/TAIL,VANDAL RESIST
1	30175-03	LIGHT,7" STOP/TAIL,LED
1	30176-07	LIGHT,4" BACKUP,LED,VANDAL RESIST
1	30199-01	SYSTEM,WARN,8-LGT,SEQ
1	30201-01	SEQUENCE,W/L SYSTEM,SEQUENTIAL
1	30210-01	SWITCH,W/L MASTER,LOC,LH
1	30210-03	SWITCH,W/L START,LOC,LH
1	30210-09	LIGHTS,PILOT,W/L SYSTEM,LOC,LH
1	30211-03	CONTROLS,CONFIG,W/L,OPT #3,8-LGT,LH
1	30218-02	SWITCH,W/L,MASTER,GREEN PILOT
1	30225-01	SWITCH,W/L START,MANUAL
1	30228-02	INDICATOR,W/L SYSTEM,AMBER/RED
1	30295-05	LOCATION,STOP ARM,FRONT
1	30297-11	WIRING,S/ARM,ELECT W/INDEP FLSHR
1	30316-01	WIRING,W/L SYSTEM,14 GA
1	30321-01	LIGHT,SWITCH PANEL,CHASSIS CTRL
1	30386-05	PAINT,CHASSIS,GRILLE,SURROUND SILVER,CV
1	30400-01	PAINT, INTERIOR, ASTRO WHITE
1	30430-02	VINYL,REFL,RR EMER DR YELLOW,3M
1	30483-25	MIRROR,EXT,OPEN VIEW,SPLIT SYSTEM
1	30484-17	MIRROR,CROSSVIEW,EYE-MAX LP
1	30529-02	3" REFLECTOR,STANDARD,3M DIA GRADE
1	30733-10	AIR BAG, DRIVER
20	30834-05	PAD,CUSHION,SEAT,REBOND
1	30905-04	DASH,GLOVE BOX
1	30945-09	BODY CONSTRUCTION FM/CMVSS 221
1	30959-08	PANEL,OUTSIDE SIDE,20 GA,16.25 SKIRT

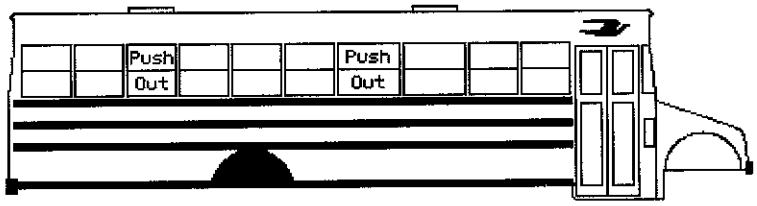
1	30960-06	STEPWELL, GALVANIZED
1	30977-02	DOOR,ENTRANCE,OUTWARD OPENING
1	30978-01	DOOR CONTROL,MANUAL,PAINTED
1	31015-02	DOOR,EMERGENCY,REAR,2 WINDOW
1	31024-02	TRIM,AISLE,ALUMINUM
1	31026-02	STEPTREAD,VINYL,RIBBED
1	31049-01	HANDRAIL,ENT DR,BARRIER 3.25 - 5.25
1	31114-01	END CAP,RUB RAIL,STAMPED STEEL
1	31156-06	LIGHT,STEPWELL,LED
1	31166-01	MARKER LGT CONTROL,STEPWELL LGT
1	31188-01	GLASS,ENT DR,LOWER,CLR,TEMP
1	31189-01	GLASS,ENT DR,UPPER,TEMPERED
1	31201-03	BUZZER,REAR EMERG DOOR
1	38105-33	CAMERA,SYSTEM,FRT/RR VIEW,EXTERIOR
1	40000-19	AXLE,STEER,HENDRICKSON NXT,10000 LBS
1	40004-18	SUSP,SPRG,FRT,SOFTEK,8500
1	40005-21	SUSPENSION,SPRG,REAR,1-STAGE,19000
1	40018-65	AXLE,REAR,S21-140,5.29
1	40048-02	LUBRICATION,OIL,PETROLEUM,AXLE
1	40049-08	PEDAL,FOOT BRAKE,PARKING,HYD
1	40071-05	BRAKES,HYDRAULIC,MERITOR,70MM 4 POD
1	40076-04	BRAKES,ANTI-LOCK (ABS),HYD,SMARTTRAC
1	40086-04	BUMPER,REAR,STEEL
1	40088-06	BUMPER,FRONT,STEEL 15IN
1	40097-04	COLUMN,STEER,TILT/TELESCOPE,DOUG AUTOTEC
1	40098-01	CRUISE CONTROL
1	40108-01	HOSE,COOLING,SILICONE,W/CONST TRQU CLAMP
1	40111-02	FLUID,TRANSMISSION,SYNTHETIC
1	40141-03	BATTERY COMPARTMENT,SLIDER TRAY,CHAS MTD
1	40142-01	SWITCH,BATTERY DISCONNECT
1	40142-24	BATTERIES,GROUP 31,TWO
1	40171-09	GOVERNOR,ROAD SPEED,75 MPH
1	40215-18	EXHAUST,PRIMARY,SING CAN A/T,CUM
1	40241-01	FUEL SYSTEM,DSL,60 GAL BFR RH FILL
1	40280-04	GAUGE,SPEEDOMETER, MILES
1	40390-14	BALANCE FRONT WHEELS
1	40432-14	TRANS,ALLISON,2500PTS 5 SPD
1	40440-23	WHEELS,STEEL,8.25X22.5,BLK,5HH
1	40453-02	ELECTRONIC STABILITY CONTROL
Quote Id:	253901	Optional Features
		------ CHASSIS ---------
1	30058-05	PUMP,HEATER WATER
1	40049-01	DUST SHIELDS,BRAKE,FRT/RR
1	40051-01	BRAKE INTERLOCK,HYD BRAKES
1	40051-03	BRAKE INTERLOCK CONTROL, ENT DOOR
1	40051-10	BRAKE INTERLOCK,PARKING,HYD BRAKES
1	40111-08	ANTIFREEZE,ES COMPLEAT OAT
1	40134-08	ALTERNATOR,LEECE-NEV,BRUSHLESS,280 AMP
1	40165-07	TORQUE MGNT,SPL070 DRIVELINE
1	40168-01	HEATER,ENGINE BLOCK,INTERNAL,750W
1	40179-81	ENG,CUM B6.7,DSL,250HP@660LB-FT,EPA
1	40216-01	TAILPIPE,UNDER BUMPER
1	40233-09	FILTER,FUEL,FRAME MOUNTED
1	40350-97	GY,11R22.5,LRH,FUELMAX RTD RR/END RSA FT
1	40411-01	TOW HOOKS, FRONT
1	40411-02	TOW HOOKS, REAR
		------ BODY ---------
1	00219-01	SLIDING BOLT VANDAL LOCK - RCED
1	00358	3 POINT BAR LOCK REAR
1	02679	EXTEND WINDOW RAIL
1	02683	EXTEND SEAT RAIL
1	03110	GRIP HANDLES
1	03110-01	STEP,COWL,FOLDING
1	03470-09	77 IN HEADROOM CONVENTIONAL
1	30029-03	WIRING,VENT,ROOF HATCH,FAN
1	30030-28	VENT,SAFE FLEET,W/POWER FAN
1	30030-29	VENT,ADVANTAGE,STANDARD
1	30056-01	HOSE,HTR,SILICONE,W/CT CLAMPS
1	30060-07	HEATER,50K,FRT STEPWELL AREA
1	30060-19	HEATER,80K,LH,FRONT,F/M
1	30060-21	HEATER,80K,LH,REAR,F/M
1	30293-41	STOP ARM,ELEC,LED,HI-IN,CLUSTER
1	30337-07	INSULATION,BODY,POLYESTER/FIBERGLASS
1	30450-01	DECAL,CLEAN IDLE,EPA ONLY

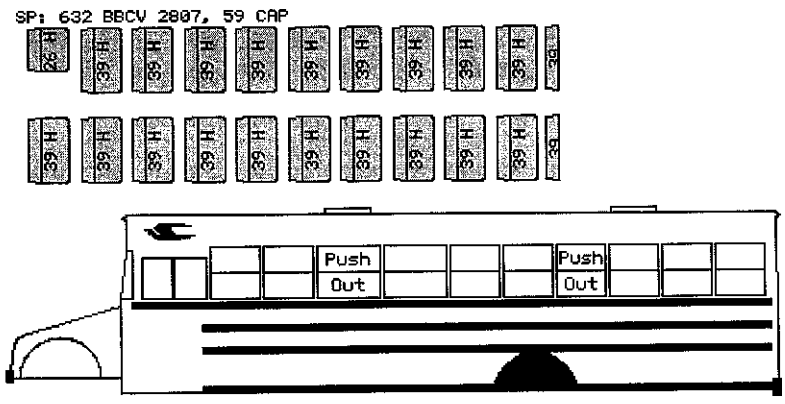
1	30456-08	MIRROR,REARVIEW,INT 6X30,W/MONITOR	
1	30482-13	HEATED MIRROR,EXT,15 MIN TIMER,REM CTRL	
1	30646-07	BFK, NEBRASKA	
1	30795-05	SEAT,DRV,NATIONAL,PED,MORD,CHARCOAL	
1	30797-01	ARMREST,RH,DRIVER,SEAT,NATIONAL	
1	30797-02	ARMREST,LH,DRIVER,SEAT,NATIONAL	
1	30857-23	UPH,FIREBLOCK,SEAT BOTTOMS/BACKS	
20	30857-47	UPH,FIRE BLOCK,GRAY,PASS	
2	30857-54	UPH,FIRE BLOCK,GRAY,BARRIER	
1	30905-05	CONSOLE MOUNT,ARM REST	
1	30981-03	LOCK,SECURITY,ENT DOOR	
1	31027-02	STEPTREAD,VINYL,GRAY	
1	31184-03	GLASS,RR EMER DR,LWR,DK TINT,TEMP	
1	31185-03	GLASS,RR EMER DR UPR,DK TINT,TEMP	
1	31187-03	GLASS,REAR VISION,DK TINT,TEMP	
4	31193-22	WINDOW,S/S,P/O,12",TEMP,TINT,BLK	
1	31200-40	WDO ASSY,DRVR,STORM,CLEAR,TEMP,BLK	
16	31202-24	WINDOW,S/S,12",TEMP,TINT,BLK	
		------ ELECTRICAL ---------	
1	02226	HORN,BACKING,BUS ROLL ACTIVATED	
2	30029-01	WIRING,VENT,ROOF HATCH,BUZZER	
1	30057-02	SWITCH,NOISE SUPPRESSION,LATCHING	
1	30117-21	LIGHTS,DIR/MKR,SIDE,LED,FRT,BELT	
1	30117-23	LIGHTS,DIR/MKR,SIDE,LED,REAR,BELT	
1	30120-05	LGTS,DIR,FRT AMBER,FENDER MNT,LED	
1	30121-03	WIRING,DIR,SIDE,FRONT,BELTLINE	
1	30121-05	WIRING,DIR,SIDE,REAR,BELTLINE	
1	30151-05	LIGHTS,DOME,120 LUMENS,LED	
1	30155-03	LIGHT,1 DOME,DRIVERS,LED,SEPARATE SW	
1	30196-05	HOODS,WARNING LIGHTS,INDIVIDUAL	
1	30200-19	LIGHTS,WARN,LED,8-LGT,AMB/RED	
1	30210-07	SWITCH,W/L,EM OVERRIDE,LOC,LH	
1	30222-04	SWITCH,EMERGENCY OVERRIDE	
1	30244-04	LOCATION,STROBE,18" FROM REAR OF ROOF	
1	30245-10	LIGHT,STROBE,SELF-CONT,LED,CLEAR	
1	30246-03	CONTROL,STROBE,S/CONT,W/PILOT	
1	30269-06	SPEAKER,DLX,8 SPKR SYS W/WIRING	
1	30310-02	HORN,BACKING SAFETY,112 DB	
1	30331-02	CIRCUIT PROTECTION,BREAKERS,MANUAL RESET	
4	31201-10	WIRING,P/O WINDOW,DRS BUZ ONLY	
1	40493-16	PROGRAM,TCM,F/S 2.0,GHG	
		------ PAINT ---------	
1	01505	I-1 CAPACITY (NO.) PASSENGERS	
1	01525-01	REFLECTIVE VINYL,FRONT BUMPER	
1	01525-02	REFLECTIVE VINYL,REAR BUMPER	
4	30365-01	LETTERING,EMERGENCY EXIT,ABOVE EXIT	
1	30365-02	LETTERING,EMERGENCY DOOR,ABOVE EXIT	
5	30366-01	LETTERING,EMERGENCY,INTERIOR,VINYL,BLACK	
5	30366-02	LETTERING,EMERGENCY,EXTERIOR,VINYL,BLACK	
1	30385-05	PAINT,RUBRAILS ONLY,FULL WIDTH BLACK	
1	30395-02	BACKGROUND,WARN LGT,3" BLACK	
4	30430-04	VINYL,REFL,P/O WINDOW YELLOW,3M	
1	30430-07	VINYL,REFL,2IN SIDE YELLOW,3M	
1	30430-08	VINYL,REFL,1.75 IN RR YELLOW,3M	
1	30430-62	VINYL,REFL,SB SIGN,FRT/RR YELLOW	
1	30883-03	DECAL,BATTERY DISCONNECT SWITCH,RED	
		------ SEATS ---------	
1	02783-01	SEAT,26,NON S/BELT,HBK,REAR	
19	02783-04	SEAT,39,NON S/BELT,HBK	
1	02980-09	SHOULDER PADS	
1	30784-09	PANEL,MODESTY,BARRIER,ENT DOOR	
1	30815-02	CUTTER,SEAT BELT,TIE-TECH	
2	30820-09	BARRIER, 39 INCH HIGH BACK	
		------ ACCESSORIES ---------	
1	00575	FLAPS FRONT RUBBER	
1	00586	FLAPS REAR WITH BB LOGO	
1	00661-01	FE 5 LB DRY W/HOSE (DRIVERS CPT)	
1	00754-01	TRIANGULAR WARN DEVICE FLR,W/STRAP	
2	30572-01	FAK,NEBRASKA	
1	30905-03	HOLDER,CUP	
1	31300-25*	WARRANTY, BRONZE 2/10	$720.00
		------ INTERIOR ---------	
1	00986-09	FLOOR,PLYWOOD,5/8"TREATED	
1	01506	SOUND DEADENING SPRAY COAT 1/16 THK	

1	01507-02	ACOUSTIC HEADLINING FULL LENGTH
1	30026-02	FAN,AUXILIARY,UPPER LEFT,6"
1	30026-03	FAN,AUXILIARY,UPPER CENTER,6"
1	31021-09	COVERING,FLOOR,RUBBER,DARK GREY
1	31028-09	COVERING,FLOOR,RUBBER
		------ EXTERIOR ---------
1	00600	FENDERS REAR RUBBER
1	03442	WIPER BLADES ALL WEATHER,18IN
1	40213-12*	ENGINE EMISSIONS CONTROL,EPA,2026
Quote Id:	253901	Additional Feature Information
0150500		I-1 CAPACITY (NO.) PASSENGERS User Location: Front Upper Bulkhead
3002903		WIRING,VENT,ROOF HATCH,FAN User Location: 08RH
3003028		VENT,SAFE FLEET,W/POWER FAN User Location: 08RH
3003029		VENT,ADVANTAGE,STANDARD User Location: 03RH
3057201		FAK,NEBRASKA User Location: Front Upper Bulkhead
3057201		FAK,NEBRASKA User Location: rear upper bulkhead
Quote Id:	253901	Lettering / Bus Number
Lettering BLBS		Black Lettering 5" SCHOOL DISTRICT OF SEWARD
Bus Numbers Locations/Color/Size		NONE / NONE / NONE letters NONE / NONE / NONE letters NONE / NONE / NONE letters NONE / NONE / NONE letters

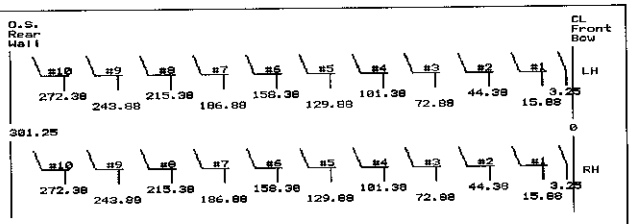
Additional Option Request, Cost Associated

$1,000.00	Storage	Single LHMM Luggage Shallow 11.2 CU.FT.	1 Door
$1,450.00	Storage	Double RHMM Luggage 22.70 CU.FT.	2 Doors
$1,250.00	Parcel Racks	Overhead Padded Tubular Luggage Racks	
$800	Electric Door	Electric Controlled Entrance Door	





SP: 632 BBCV 2807, 59 CAP



Row	RH Seats	LH Seats
1	39SBHB	39SBHB
2	39SBHB	39SBHB
3	39SBHB	39SBHB
4	39SBHB	39SBHB
5	39SBHB	39SBHB
6	39SBHB	39SBHB
7	39SBHB	39SBHB
8	39SBHB	39SBHB
9	39SBHB	39SBHB
10	39SBHB	26SBHBRRLH

Dimensions are to center line of front mounting hole.

LH Seat Spacing: 28.50
LH Knee Clearance: 26.00

RH Seat Spacing: 28.50
RH Knee Clearance: 26.00

BBCV2807 05

DO NOT SCALE

BBCV 2807

Capacity	59
Seat Plan #	632
Wheelbase	238.0

2027 Freightliner – Thomas C2

65 Passenger Capacity.....$142,720.00

Quote: 413606
Estimated Delivery Date: On our lot now
Subject to Prior Sale

Engine: Cummins ISB 6.7 Liter (220 HP/600 Torque) Turbo Diesel
Transmission: Allison 2500 – 6 Speed Automatic
Brakes: Air
Mileage: NEW

ADDITIONAL SPECIFICATIONS:

-Air Conditioning: Automotive style driver's air conditioning integrated into dash vents.
-Alternator: 240 amp Leece Neville
-Axle/front: 10,000 lb. set back
-Axle/rear: 19,000 lb.
-Back Up Camera: In driver's mirror.
-Barriers: (2) 39" with blue proform fireblock covering
-Batteries: Dual (2) Alliance, 1900 CCA. Battery cut-off switch included.
-Block Heater: 750 watt with plug in located in front bumper
-Brakes: Air drum w/ Bendix AD-9 heated air dryer and heated moisture ejector on wet tank
-Cell Phone Charger for Driver (dual USB style)
-Cruise Control
-Entrance Door: Air operated with switch in dash. Assist handles on both sides of steps.
-Exhaust: Single right hand horizontal muffler and tail pipe
-Fenderettes: Mounted over rear wheels (steel)
-Floor Covering: 5/8" plywood covered with heavy duty **gray marble colored vinyl.**
-Fuel Tank: 60 gallon. Safety mounted between frame rails. Hinged door
-Glove Box and Storage: Large glove box above driver and floor mounted clip board holder
-GVWR: 29,000 lbs
-Heaters/Defrosters:
    -93,000 BTU left front heater/defroster
    -53,000 BTU stepwell heater
    -Dual (2) rear heaters: 84,000 BTU mid and 84,000 BTU rear
    -Bergstrom heater booster pump
    -(2) defroster fans mounted above windshield
-Headroom: 78" interior height
-Heated fuel/water separator

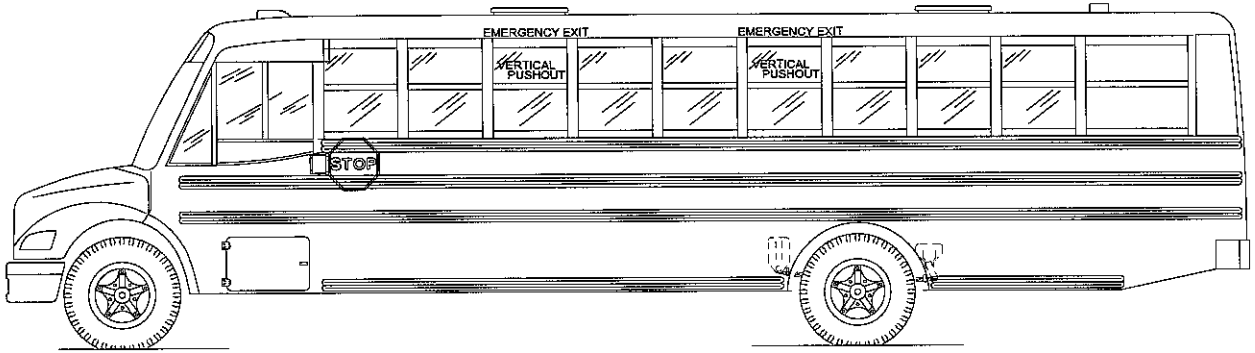
-Horns: Dual electric with center steering wheel activation
-Insulation Package: Acoustic panels first section above driver.
-Lettering: YOUR SCHOOL DISTRICT, Unit numbers as requested
-Lights: **LED headlights** with daytime running lights, driver's dome light on separate switch, dual row of dome lights on separate switch. **All interior dome lights are LED**
LED Clearance/Marker- red rear/amber rear, back-up- clear, stop/tail- red.
LED Marker/Cluster-Per FMVSS .
LED side mounted turn signals on fender and side panels
LED eight lamp warning system flush mounted.
LED Stepwell light
LED Strobe Light
-Manuals: Printed operator's maintenance manual
-Mirrors: Open View **heated/self-defrosting rear view mirrors with Remote Control**
Heated Cross-over mirrors
-Mud Flaps: Front and Rear
-Paint: Yellow w/ black trim. Interior light gray. Undercoated chassis
-Parcel Racks: Interior tubular type parcel racks on both sides with padding.
-Radio: AM/FM with PA and roof mounted speakers
-Roof Hatches: 2 installed in self-sealing pre-cut panels
-Rub Rails: Four (4) exterior side rub rails located at window level, seat level, floor, level, and bottom skirt. Sealed with Saf-T-Bond structural adhesive.
-Safety Equipment: (2) Nebraska first aid kits, one mounted front and one at rear of bus. 5 lb chemical type fire extinguisher, moisture proof body fluid clean up kit, triangle safety kit.
-Safety Solenoid Switch: Single switch for complete shutdown of all heaters and radio
Seat/Driver: National high back adjustable **'Heated' Air Ride seat** with three point retractable shoulder harness, dual armrests, and adjustable lumbar support.
-Seats/Passenger: (21) 39" & (1) 26" passenger seats covered with 42 oz. blue Proform leatherette fire block material and pivot cushion for cleaning. Powder-coated frames
-Steering: Tilt/telescope steering wheel
-Stop Arm: Highly reflective and equipped with high intensity LED lights
-Suspension/Front: 9000 lb. soft ride springs
-Suspension/Rear: 21,000 lb. 'Airliner' air ride
-Tire Pressure Monitor: Bendix Smartire Monitor System
-Tires: Hankook 11R22.5 w/ mud & snow tread on rear
-Tow Hooks: Front and rear
-Under Storage Luggage: 100" double door, mid mount on curb side.
-Ventilator: Static type, non-closable
-Wheelbase: 259"
-Wheels: 22.5 x 8.25 10 hole hub mounted – painted black
-Windows: All side and rear passenger windows tinted
4 push/out windows (2 per side)
-Windshield: Automotive style one piece, bonded, and curved, slanted to reduce glare and breakage and provide maximum vision. The tinted safety plate laminated glass provides 3362 square inches of windshield area.
-Winter Front Cover: Snap on cover for grill in yellow.
-WARRANTY:
Thomas/Freightliner comes standard with a 3 year/50,000 mile bumper to bumper warranty....the best in the industry!

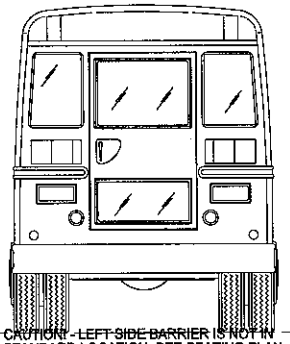
Base: Limited 3 year bumper to bumper
Body: Limited 5 years on body
Engine: Limited 5 year/100,000 miles
Transmission: Limited 7 years/unlimited miles
Axles: Limited 5 years/unlimited includes king pins

Corey Sundberg ***7/9/2026***

Corey Sundberg Date

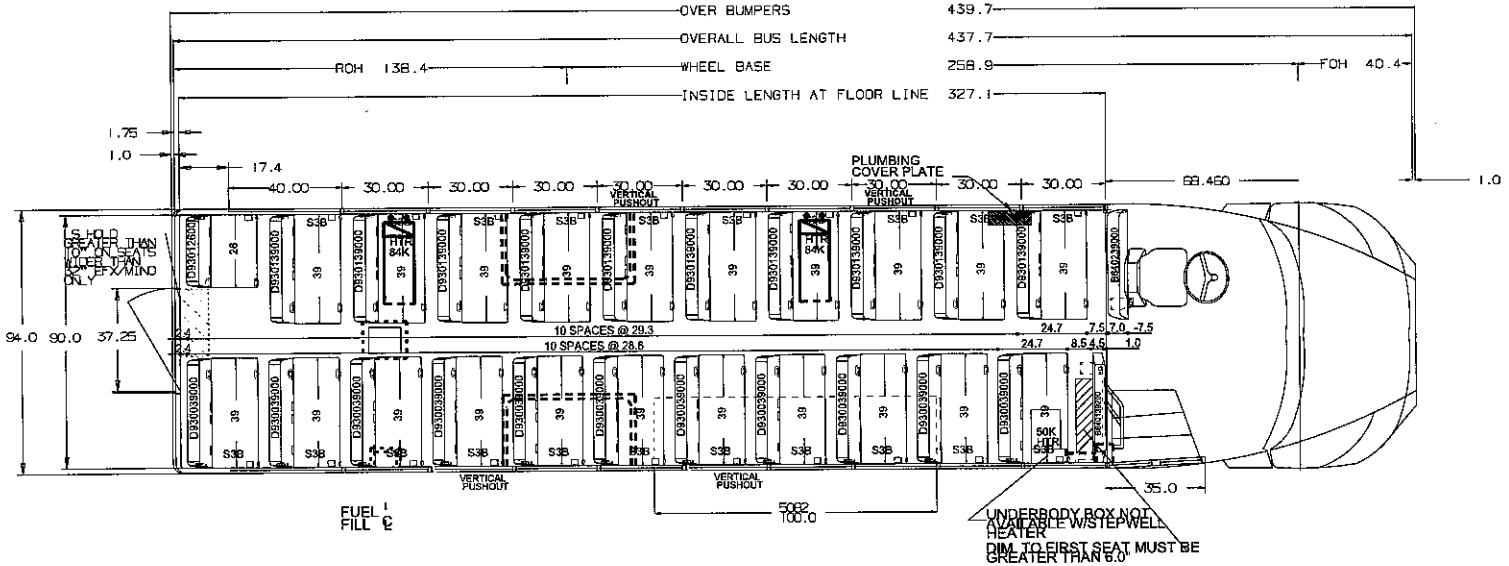
SEATING CAPACITY: 65 + DRIVER

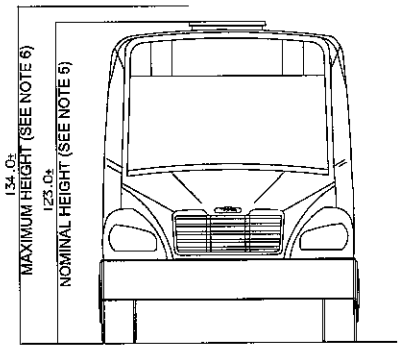


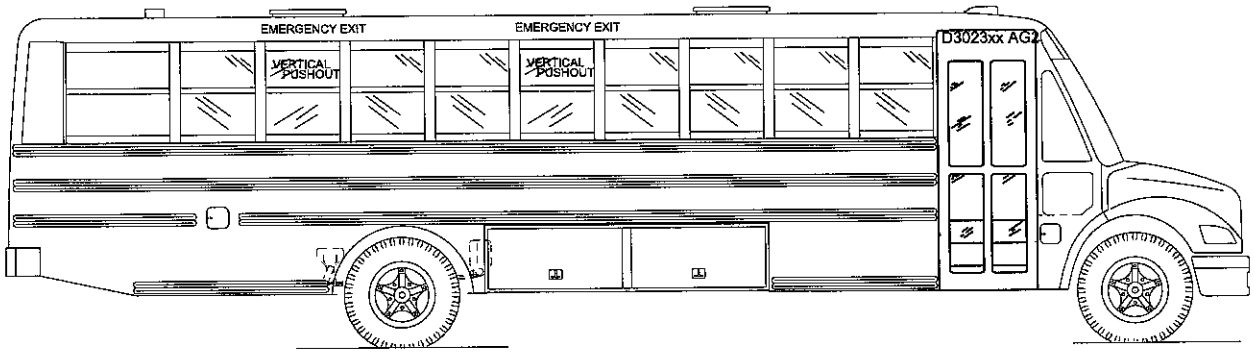


CAUTION! - LEFT SIDE BARRIER IS NOT IN STANDARD LOCATION, SEE SEATING PLAN.

CAUTION! - RIGHT SIDE BARRIER IS NOT IN STANDARD LOCATION, SEE SEATING PLAN.







Model: Saf-T-Liner C2
Quote Number: 406469
Locality: NE

GENERAL NOTES

1. SOME ITEMS, SUCH AS CV MIRRORS, ROOF LUGGAGE RACKS, AND OTHER ITEMS, ARE SHOWN IN ONE VIEW ONLY FOR CLARITY.
2. THIS DRAWING IS A REPRESENTATION ONLY AND MAY NOT HAVE ALL ITEMS REQUIRED. PLEASE REFER TO ORDER!
3. THE CLEARANCE BETWEEN BOTTOM OF BUS OR BOTTOM OF UNDERBODY COMPARTMENTS AND GROUND WILL VARY ACCORDING TO TIRE SIZE, BUS LOAD, AND SUSPENSION TYPE.
4. THE MAXIMUM WIDTH AT BELT LINE OVER GUARD RAILS IS 96".
5. THE NOMINAL BUS HEIGHT IS BASED ON A STANDARD BODY AND LARGEST SIZE TIRES.
6. THE MAXIMUM BUS HEIGHT IS BASED ON BODY WITH OPTIONS SUCH AS A/C UNITS, STROBE LIGHT, LARGEST SUSPENSION ETC.
7. "OVER BUMPER" DIMENSION DOES NOT TAKE INTO ACCOUNT OPTIONS THAT MAY ADD TO THE TOTAL LENGTH OF THE BUS, SUCH AS MIRRORS, LIGHTS AND CROSSING ARMS.

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SIDE	ROW	SPACING	KNEE ROOM
LEFT		29.3	28.1
RIGHT		28.6	27.4

THOMAS BUILT BUSES, INC
HIGH POINT, NC

TITLE: PLAN AND ELEVATION
BODY 310TS

DRN: 04-11-24 BYT. Dean | SIZE: S | DWG. NO. 891630

SCALE 3/8"=1'0"

ALL DIMENSIONS ARE FOR REFERENCE ONLY!!

2027 Freightliner – Thomas C2

65 Passenger Capacity.....$137,350.00
Quote: 413607
Estimated Delivery Date: On our lot now
Subject to Prior Sale

Engine: Cummins ISB 6.7 Liter (220 HP/600 Torque) Turbo Diesel
Transmission: Allison 2500 – 6 Speed Automatic
Brakes: Hydraulic
Mileage: NEW

ADDITIONAL SPECIFICATIONS:

-Air Conditioning: Automotive style driver's air conditioning integrated into dash vents.
-Alternator: 240 amp Leece/Neville
-Axle/front: 10,000 lb. set back
-Axle/rear: 19,000 lb.
-Barriers: (2) 39" with proform fireblock covering
-Batteries: Dual (2) Alliance, 1900 CCA
-Block Heater: 750 watt with plug in located in front bumper
-Brakes: Hydraulic disc
-Cell Phone Charger for Driver – Dual USB ports
-Cruise Control
-Entrance Door: Electric operated with switch in dash
    -3 Position Switch for red 8-ways to be on with entrance door closed
    -Keyed vandal lock included
-Exhaust: Single right hand horizontal muffler and tail pipe
-Fenderettes: Mounted over rear wheels (steel)
-Floor Covering: 5/8" plywood covered with heavy duty vinyl covering
-Fuel Tank: 60 gallon. Safety mounted between frame rails in overhang. Hinged door
-Glove Box and Storage: Large glove box above driver and floor mounted clip board holder
-GVWR: 28,000 lbs
-Heaters/Defrosters:
    -93,000 BTU left front heater/defroster
    -53,000 BTU stepwell heater
    -Dual (2) rear 84,000 BTU heaters
    -Bergstrom heater booster pump
    -(2) defroster fans mounted above windshield

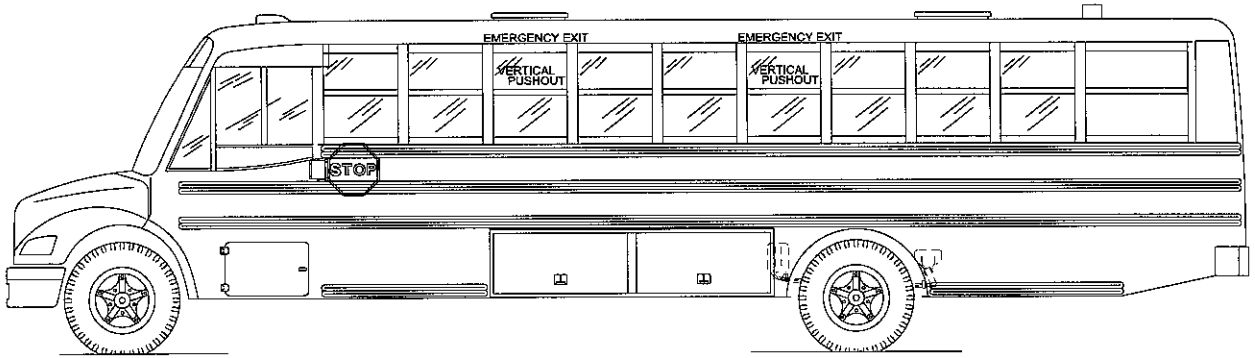
-Headroom: 78" interior height
-Heated fuel/water separator
-Horns: Dual electric with center steering wheel activation
-Insulation Package: Acoustic ceiling above driver
-Lettering: YOUR SCHOOL DISTRICT, Unit numbers as requested
-Lights: Halogen extended life headlights with daytime running lights, driver's dome light on separate switch, dual row of dome lights on separate switch.
LED Clearance/Marker- red rear/amber rear, back-up- clear, stop/tail- red.
LED Marker/Cluster-Per FMVSS .
LED side mounted turn signals on fender and side panels
Halogen 8-lamp warning system flush mounted.
LED Stepwell light
Strobe Light
-Manuals: Printed operator's maintenance manual
-Mirrors: Open View **remote-control / heated rear view mirrors**
Heated Cross-over mirrors
-Mud Flaps: Front and Rear
-Paint: Yellow w/ black trim. Interior light gray. Undercoated chassis
-Parcel Racks: Interior tubular type parcel racks on both sides with padding.
-Radio: AM/FM with roof mounted speakers
-Roof Hatches: 2 installed in self-sealing pre-cut panels
-Rub Rails: Four (4) exterior side rub rails located at window level, seat level, floor, level, and bottom skirt. Sealed with Saf-T-Bond structural adhesive.
-Safety Equipment: (2) Nebraska first aid kits, one mounted front and one at rear of bus. 5 lb chemical type fire extinguisher, moisture proof body fluid clean up kit, triangle safety kit.
-Safety Solenoid Switch: Single switch for complete shutdown of all heaters and radio
Seat/Driver: National high back **HEATED, AIR seat** with three point retractable shoulder harness, dual armrests, and adjustable lumbar support.
-Seats/Passenger: (21) 39" & (1) 26" passenger seats covered with 42 oz. Proform leatherette fire block material and pivot cushion for cleaning. Powder-coated frames
-Steering: Tilt steering wheel
-Stop Arm: Highly reflective and equipped with high intensity LED lights
-Suspension/Front: 9000 lb. soft ride springs
-Suspension/Rear: 19,000 lb. soft ride springs
-Tires: Hankook 11R22.5 w/ mud & snow tread on rear
-Tow Hooks: Front and rear
-Under Storage Luggage: 100" double door, mid mount, BOTH SIDES
-Ventilator: Static type, non-closable
-Wheelbase: 259"
-Wheels: 22.5 x 8.25 10 hole hub mounted – painted black
-Windows: All side and rear passenger windows tinted
4 push/out windows (2 per side)
-Windshield: Automotive style one piece, bonded, and curved, slanted to reduce glare and breakage and provide maximum vision. The tinted safety plate laminated glass provides 3362 square inches of windshield area.
-Winter Front Cover: Snap on cover for grill in yellow.
-WARRANTY:

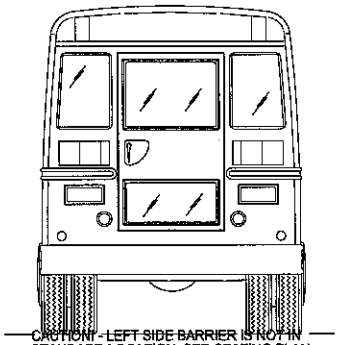
Thomas/Freightliner comes standard with a 3 year/50,000 mile bumper to bumper warranty....the best in the industry!
Base: Limited 3 year bumper to bumper
Body: Limited 5 years on body
Engine: Limited 5 year/100,000 miles
Transmission: Limited 7 years/unlimited miles
Axles: Limited 5 years/unlimited includes king pins

Corey Sundberg ***7/9/2026***

Corey Sundberg Date

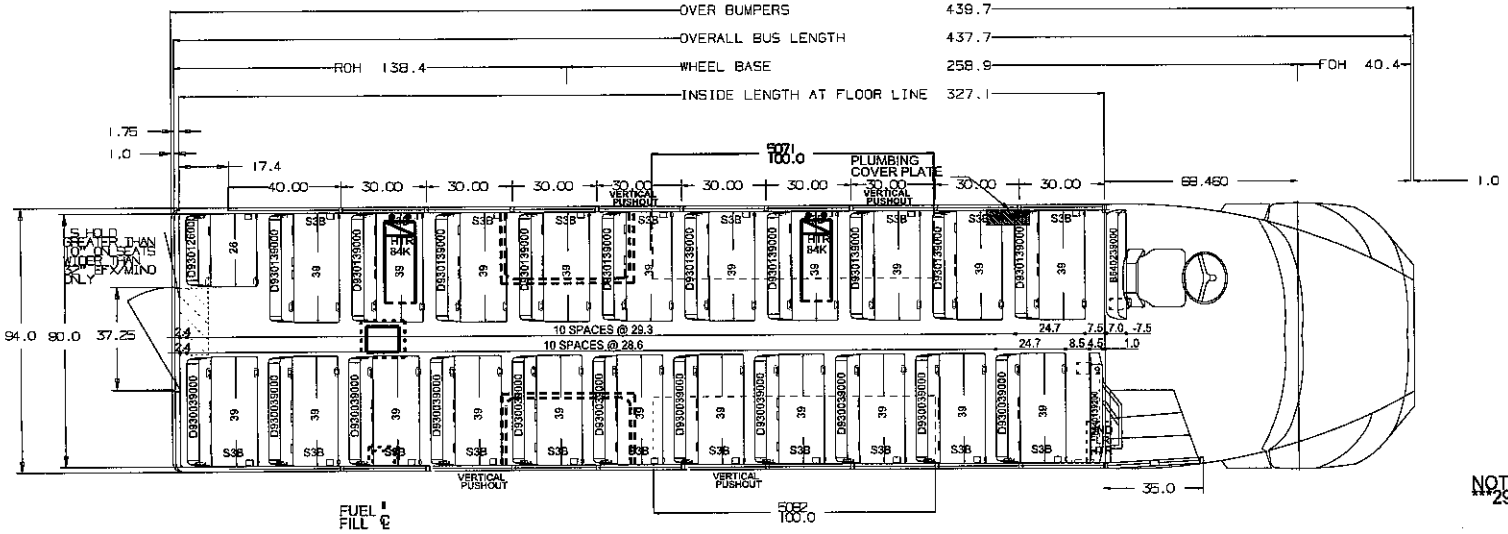
SEATING CAPACITY: 65 + DRIVER

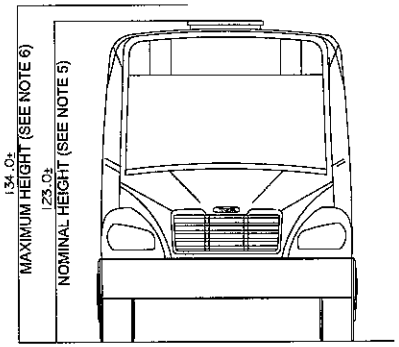




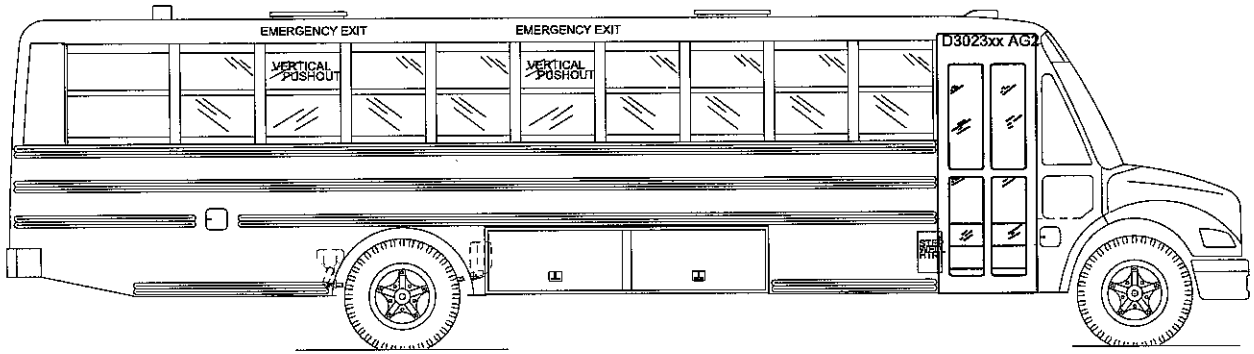
CAUTION! - LEFT SIDE BARRIER IS NOT IN STANDARD LOCATION, SEE SEATING PLAN.

CAUTION! - RIGHT SIDE BARRIER IS NOT IN STANDARD LOCATION, SEE SEATING PLAN.





NOTES:
29800 GVWR - HYD BRAKES



Model: Saf-T-Liner C2
Quote Number: 413607
Locality: NE

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4. THE MAXIMUM WIDTH AT BELT LINE OVER GUARD RAILS IS 35".
5. THE NOMINAL BUS HEIGHT IS BASED ON A STANDARD BODY AND LARGEST SIZE TIRES.
6. THE MAXIMUM BUS HEIGHT IS BASED ON BODY WITH OPTIONS SUCH AS A/C UNITS, STROBE LIGHT, LARGEST SUSPENSION ETC.
7. "OVER BUMPER" DIMENSION DOES NOT TAKE INTO ACCOUNT OPTIONS THAT MAY ADD TO THE TOTAL LENGTH OF THE BUS, SUCH AS MIRRORS, LIGHTS AND CROSSING ARMS.

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SIDE	ROW	SPACING	KNEE ROOM
LEFT		29.3	28.1
RIGHT		28.6	27.4

THOMAS BUILT BUSES, INC
HIGH POINT, NC

TITLE: PLAN AND ELEVATION BODY 310TS

DRN: 02-28-25 BY: T. Dean | SIZE: S | DWG. NO. 904093

SCALE 3/8"=1'2"

ALL DIMENSIONS & FIGURES ARE REFERENCE ONLY!!

Docusign Envelope ID: 2899BFD1-EA38-8D65-8147-7F3459EF9AF1

This Agreement made as of the 19th day of June 2026 ("Effective Date") between Seward Public Schools ("Owner"), with a principal place of business at 410 South Street, Seward, NE 68434 ("Owner") and Mammoth Sports Construction, LLC ("Contractor" or "MMTH"), a Kansas limited liability company with a principal place of business at 3922 74th Street, Meriden, Kansas 66512, for improvements to the baseball field located at Plum Creek Park, 1933 Karol Kay Blvd, Seward, Nebraska, and for other related accessories and/or amenities approved by Owner, as further described herein (collectively "the Project").

Article 1. Date of Commencement and Substantial Completion

1.1. Upon the Effective date of this Agreement, the Contractor shall commence Work based upon the availability of Owner's facilities, Contractor's mobilization, appropriate site and weather conditions and the delivery of materials necessary to complete such Work; with all such Work subject to any changes occurring under the terms and conditions of this Agreement. For the Work, the Owner shall provide Contractor direct access to Owner's facilities without interference or disruption from other work, activities or projects which may be occurring for Owner.

1.2. If the Contractor is delayed at any time in the commencement or progress of the Contract Work by any cause beyond the control of the Contractor, the Contractor shall be entitled to an equitable extension of time to complete the Work under this Agreement. Examples of causes beyond the control of the Contractor include, but are not limited to, the following: (a) acts or omissions of Owner, or agents, design professionals, others engaged by the Owner for the Project; (b) Changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work by Contractor; (c) delay of the Work authorized and/or approved by Owner pending dispute resolution or suspension by of the Work by Owner; (d) delay in receiving authority and/or approval from governmental agencies necessary for the Project, including permitting; (e) unavoidable or unforeseen accidents, circumstances and/or delays; (f) adverse weather conditions, as determined by Contractor or manufacturers specifications for product/material installation, and (g) force majeure events as set forth under Section 11.6.

Article 2. General Provisions

2.1. The Owner desires to expedite and provide cost-efficient procurement of such services, through the use cooperative purchasing as the mechanism of procurement as follows:

a. The Parties agree that construction services provided herein shall be as an Equalis Cooperative Project, with the Parties further agreeing to incorporate into this Agreement and make a part hereof as if more fully set forth herein; Mammoth Sports Construction & Equalis Group Publicly Procured Master Agreement Contract #COG-2138A.

2.2. This Agreement may be amended only by written instrument signed by both the Owner and Contractor. In the event of conflict in the terms and conditions contained in the Contract Documents, this Agreement shall take precedence over terms and conditions contained in any other contract documents for the Work.

2.3. The term "Contract Documents" means this Agreement, including the attached Exhibit A: Scope of the Work, Clarifications and Assumptions, Exhibit B: Investment Summary, Exhibit C: Investment Breakdown, Exhibit D: Annual Maintenance Plan and any other documents incorporated into this Agreement by further written agreement of Owner and Contractor.

Docusign Envelope ID: 2899BFD1-EA38-8D65-8147-7F3459EF9AF1

2.4. The term “Work” means all construction services required by, intended by, and included in the Agreement, whether completed or partially completed, and includes all other labor, materials, equipment, parts, supplies, skills, supervision, transportation, services, and other facilities and things necessary, proper, or incidental for the Contractor to carry out and complete its obligations under the terms of the Agreement. The Scope of Work for the Contractor is set forth in Section 6. For the purposes of this Agreement, and to the extent applicable, the term “Site Excavation” shall mean the removal of all materials necessary for Base Construction to commence on the Project; the term “Base Construction” shall mean work necessary for earth excavation, placement of aggregate and/or drainage systems to prepare the worksite for installation of synthetic turf.

Article 3. Owner

3.1. The Owner acknowledges and represents that the real property on which Contractor is to perform the Work, is owned by the City of Seward, Nebraska (“City”), with the Owner enjoying use of the property including the right to improve, enhance or construction thereon. The Owner represents that no further authorization or permission is needed from the City to commence the Work upon complete execution of this Agreement, and the Contractor is hereby authorized to proceed with the Work, as set forth in this Agreement.

3.2. If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the Project site, which are reasonably available or within the possession of the Owner.

3.3. Subject to the terms and conditions of this Agreement, if the Contractor fails to correct Work which is not in accordance with the Agreement, the Owner may direct the Contractor, in writing, to stop the Work until the correction is made.

3.4. If the Contractor fails to carry out the Work in accordance with this Agreement and after a ten (10) business day period (“Initial Cure Period”) from receipt of written notice from Owner to commence and continue correction of such failure with diligence and promptness; provided that if the Contractor initiates and diligently pursues correction of such failures the Owner shall not object to an extension of time for Contractor to adequately correct such failures (“Extended Cure Period”). If after the Extended Cure Period, such failures continue to exist, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated and the Owner may, without prejudice to the other remedies, correct such deficiencies, and in such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due to the Contractor.

Article 4. Contractor

4.1. Except as otherwise stated herein, execution of the Agreement by the Contractor is a representation that the Contractor has visited the site, performed a visual inspection and has become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

4.2. Before commencing activities, the Contractor shall:

(1) Take field measurements and verify field conditions; and

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(2) Compare such measurements and field conditions and other information known to the Contractor; and
(3) Promptly report errors, inconsistencies or omissions discovered to the Owner.

4.3. The Contractors shall provide and pay for labor, materials, equipment, tools, transportation and other facilities and services necessary for proper execution and completion of the Work.

4.4. The Contractor shall perform the Work in accordance with the Contract Documents in a good, workmanlike, expeditious and economical manner consistent with the interest of the Owner; shall exercise the best degree of care, skill, and diligence in the performance of the Work and in accordance with and consistent with industry standards for similar projects; shall utilize its best skill, effort, and judgment in diligently performing the Work. The workmanship shall be of a quality to produce satisfactory results. This shall include, but not be limited to meaning, that all materials shall be installed in a true and straight alignment, level and plumb; patterns shall be uniform, and joining of materials shall be flush and level, unless otherwise directed by the Owner or the Contract Documents. The Contractor warrants and represents that it has adequate resources to carry out the Work in a timely manner and as contemplated by the Contract Documents. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

4.5. The Contractor shall enforce strict discipline and good order among Contractor's employees, the employees of any approved subcontractor, and any other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

4.6. The Contractor warrants to the Owner that (1) materials and equipment will be of new and good quality; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Agreement.

4.7. The Contractor shall confine operations at the site to areas permitted by the Owner and ensure best efforts to protect property of the Owner adjacent to the Project.

4.8. The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, surplus material, and shall promptly dispose of waste materials.

4.9. The Contractor shall provide and pay for labor, materials, equipment, tools, utilities transportation, and other facilities and services necessary for proper execution and completion of the Work. The Contract Sum includes the cost for all of the above and foregoing, unless otherwise specified in the Contract Documents.

4.10. The Contractor will abide by all applicable policies, rules, and regulations of the Owner with respect to conduct, including smoking, access to the Project, parking of vehicles, tree preservation, and entry to any adjacent facilities that are owned by the Owner.

4.11. Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project, including, without limitations, lavatories, toilets, entrance, and parking areas other than those designated by the Owner. Without limitation of any other provision

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of the Contract Documents, the Contractor shall use its best efforts to comply with all rules, regulations promulgated by the Owner in connection with the use and occupancy of the Project and the building, policies, and procedures, as amended from time to time.

4.12. Unless stated otherwise herein, the Contractor shall pay sales, consumer, use and similar taxes that are legally required. If the Project is exempt from certain local and/or state sales and use taxes, the Owner shall provide the Contractor with a Sales Tax-Exempt Certificate. The Contractor shall take action to obtain such exemptions or refunds of taxes paid and shall not charge the Owner for any such taxes. The Contractor shall pay all applicable sales and use taxes required to be paid in performing the Work, and such payments shall be included in the Costs of the Work. The Contractor shall furnish such data as may be necessary to enable the Owner to obtain any refunds of such taxes that may be available under the laws, ordinances, rules or regulations applicable to such taxes. The Contractor shall require each of its Subcontractors comply with the preceding tax requirements and to maintain such records and furnish Contractor with such data as may be necessary to obtain refunds to the taxes paid by such subcontractors. The Contractor shall comply with all laws applicable to the Work and in connections with this Agreement and shall comply with and give notice required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

4.13. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents. Contractor shall schedule and perform the Work in a manner that does not compromise the safety to the students, customers, and visitors, and does not unreasonably disrupt or interfere with the continuing normal routine of the Owner.

4.14. Contractor shall be responsible and accountable for occupational health, safety and environmental matters related to the performance of the Work including but not limited to, (i) safety of Contractor's Personnel, Subcontractor's Personnel, invitees, and any other person and all property affected by the performance of the Work, and (ii) the provision of measures to prevent contamination of the environment whether air, ground, water, flora or fauna, as a result of the performance of the Work. The Contractor shall monitor and make reasonable efforts to ensure that all hazardous chemicals, materials, wastes or goods utilized or created in the performance of the Work, are transported, stored used or disposed of in accordance with good industry and environmental practice and all applicable laws.

4.15. The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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4.16. To the fullest extent permitted by law, the Owner shall indemnify, defend and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 4.16 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the intentional acts or gross negligence of the party seeking indemnity.

4.17. If, without gross negligence on the part of the Contractor, the Contractor is required to take action either before, during or after the Project, and/or held liable, by a governmental agency for the identification, testing, remediation, abatement, mitigation, removal or relocation of hazardous material(s) or substance(s) which exist upon or within Owner's property, or result from Contractor performing the Work as required by the Contract Documents, the Owner shall reimbursed to the Contractor all cost and expense thereby incurred by the Contractor to complete such action, and any such cost and expense shall be paid in addition to the Contract Sum stated in Article 6.

4.18. To the fullest extent permitted by law, the Contractor assumes liability for, and agrees to defend, indemnify, protect, and hold harmless the Owner, its Successors, Assigns, Affiliates, Trustees, Officers, Contractors, Employees, and Agents (All of the prior parties individually and collectively, the "Owner's related parties"), from and against, all liabilities, obligations, fines, demands, judgments, losses, damages, penalties, claims, actions, suits, costs, expenses, and disbursements (including court costs and reasonable attorneys' fees) of every kind or character (A) arising from any breach, violation or non-performance of any term, provision, covenant, agreement, or condition of this the Contract Documents; (B) recovered from or asserted against any of the Owner's related parties on account of injury or damage to person or property to the extent that any such damage or injury may be incident to, arise out of or be caused, either approximately or remotely, wholly or in parts, by any act, omission, negligence or misconduct on the part of the Contractor or any of its agents, servants, employees, contractors, or invitees or of any other person while on the Owner's property under or with the express or implied invitation or permission of the Contractor; (C) suffered by, recovered from or asserted against any of the Owner's related parties by the Contractor's employees, agents, servants, contractors or invitees. Such indemnification of any of the Owner's related parties by the Contractor shall be effective unless such damage results from the negligence or misconduct of the Owner or any of its duly authorized agents or employees. This indemnification requirement survives expiration or earlier termination of this Agreement and the Contract Documents.

4.19. To the fullest extent permitted by law, the Contractor and Owner shall indemnify, defend, and protect each other and any related parties from any claims involving infringements or patents and/or copyrights. Nothing contained in this Agreement, or any Contract Document shall constitute a waiver of or operate to waive or abrogate any immunities to which the Owner is entitled by law.

Article 5. Changes in the Work

5.1. The Owner may order changes in the Work consisting of additions, substitutions, deletions, or other revisions. The Contract Sum and applicable time periods to complete the Work shall be adjusted accordingly in writing, as a result of any such Change Orders. Such orders shall be in

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writing and shall be binding on the Owner and the Contractor. The Contractor shall carry out such orders promptly and following the adjusted time periods for completion of the Work.

5.2. Substitutions will be permitted in accordance with the following guidelines:

a. Where a definite material is specified, it is not the intent to discriminate against any "approved equal" product of another manufacturer. It is the intent to set a definite standard.

b. Open competition is expected, but in all cases, complete data must be submitted for comparison and test when required by the Owner.

c. The materials, products and equipment establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

d. No substitution will be considered prior to receipt of a Change Order unless written requests for approval have been received by the Owner at least three (3) calendar days prior to the date for receipt of a Change Order. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. Information shall be submitted in a format that compares the proposed product in a direct comparison to the specified product. A statement setting forth changes in other materials, equipment or other portion of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Owner's decision of approval/disapproval of a proposed substitution shall be final.

e. If the Owner approves a proposed substitution prior to receipt of a Change Order, such approval will be set forth in an Addendum.

f. No substitutions will be considered after the Agreement is fully executed unless specifically provided in the Contract Documents.

g. No substitution shall be made unless authorized in writing, by the Owner.

h. Should a substitution be accepted, and should the substitute material prove defective or otherwise unsatisfactory for the service intended within the guaranty period, the Contractor shall replace this material or equipment with that which was originally specified, without cost to the Owner.

5.3. If concealed or unknown physical conditions are encountered at the Project that differ materially from those presented by Owner or from those conditions ordinarily found to exist for the Work, the Contract Sum and time period to complete the Work shall be subject to equitable adjustment, as agreed upon in writing by Owner and Contractor.

5.4. Acceptance of a Change Order by the Contractor shall constitute full accord and satisfaction for any and all claims, whether direct or indirect, including but not limited to, impact or delay damages,

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arising from the subject matter of the Change Order, or attorney's fees and costs arising from a dispute with a Subcontractor over the Change Order.

Article 6. Contract Sum

6.1. Subject to the terms and conditions of this Agreement, the Total Contract Sum stated below is the total amount payable by the Owner to the Contractor for performance of the Work.

The Total Contract Sum and Scopes of Work are set forth below and further described within Exhibit A:

SCOPE SUMMARY:

- **The full conversion of Plum Creek Park baseball field to synthetic turf, as further described in Exhibits A, B and C, attached hereto.**
- **All associated labor, equipment, and materials to complete the Scope of Work.**

Base Contract Sum: $1,323,897.00

TOTAL CONTRACT SUM: 1,323,897.00 (Subject to Owner's Selection of Alternates Below)

The Owner agrees to pay Contractor a Total Contract Sum in the amount of One Million Three Hundred Twenty Three Thousand Eight Hundred Ninety-Seven Dollars and No Cents ($1,323,897) for the Work; to be paid in accordance with the schedule set forth in Section 7.1 below and subject to any future Alternates selected by Owner, which shall increase the Total Contract Sum accordingly.

6.2. The Total Contract Sum shall include all items and services identified in Exhibits A, B, C and D, and any other items and services necessary for the proper execution and completion of the Work, subject to any Change Order of Owner or as further agreed by Owner and Contractor in writing.

Article 7. Payment

7.1. Based on the Contractor's Application for Payment, the Owner shall pay the Contractor as follows:

Milestone Payment Schedule:

- Twenty Five Percent (25%) of the Total Contract Sum shall be due to Contractor with ten (10) business days of the Effective Date of this Agreement.
- Twenty-Five percent (25%) of the Total Contract Sum shall be due upon completion of Site Excavation.
- Twenty-Five percent (25%) of the Total Contract Sum due to Contractor upon Completion of Base Construction.
- Twenty percent (20%) of the Total Contract Sum due to Contractor upon Substantial Completion of the Work.

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- Five percent (5%) of the Total Contract Sum due to Contractor upon final acceptance of the Work by Owner.

The Owner's representative designated to accept payment applications, and supporting information, via email shall be:

Dr. Josh Fields
Superintendent
Seward Public Schools
410 South Street
Seward, NE 68434
Phone: 402.643.2941
Email: josh.fields@sewardschools.org

7.2. If Owner approves a Change Order, Contractor shall have the option of submitting payment applications to the Owner for Work performed under the Change Order, separately from the payment schedules set forth in Section 7.1, by:

1) submitting payment application to Owner upon work substantially complete under the Change Order; or

2) submitting a payment application to Owner based upon percentage of work complete, if the duration of the work under the Change Order is expected to be more than thirty (30) calendar days.

In either event, Owner agrees to issue payment to Contractor for any such application for payment within thirty (30) calendar days from receipt thereof.

7.3. The Owner agrees that all payments due and owing under this Agreement shall be made through written check or automated clearing house ("ACH") from an account designated by Owner to the Contractor, or as otherwise agreed to by Owner and Contractor in writing.

7.4. The Contractor warrants that a clean title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment of that specific Application for Payment. All Applications for Payment will include Lien Waivers, either partial or final based on the Application for Payment.

7.5. Payments received from the Owner shall be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interest. Contractor shall indemnify and hold Owner harmless from any liens, claims, security interest, or encumbrance filed by the Contractor, subcontractors, or anyone claiming by, through or under the Contractor or Subcontractor for items covered by payments made by the Owner to Contractor.

7.6. The Contractor shall pay each subcontractor and/or supplier in an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

7.7. The Owner shall have no responsibility for payments to a subcontractor or supplier.

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7.8. The Owner and Contractor agree that if any amounts due by Owner to Contractor remain unpaid after thirty (30) calendar days of Owner's receipt of Contractor's invoice or payment application, such unpaid amounts shall bear interest from the due date until paid at a rate equal to 1.5% per month (18.00% annually) or the maximum allowed by law.

7.9. The Owner and Contractor agree that the Plum Creek Field and Turf Committee, a non-profit organization authorized to operate within the State of Nebraska ("Turf Committee"), will be allowed to participate and/or contribute to payments required under this Agreement, at the direction of the Owner. The Contractor shall present payment applications and/or invoices to the Owner and/or the Turf Committee during the Project. The Turf Committee, through the undersigned acknowledgment, agrees to such participation and contribution of payment, as directed by the Owner.

Article 8. Insurance

The Contractor Shall provide and maintain the following insurance coverage for all Work performed under this Agreement.

Commercial General Liability
- $1,000,000 per event
- $2,000,000 annual aggregate

Commercial Auto
- 1,000,000 Combined Single Limit

Workers' Compensation
- Statutory Limits
- Employers Liability Limits of $1,000,000

Umbrella Liability
- $5,000,000 per event
- $5,000,000 annual aggregate

Professional & Pollution Liability
- $5,000,000 per event
- $5,000,000 annual aggregate

8.1 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under this Agreement. The Contractor shall provide certificate of insurance showing their respective coverages prior to commencement of the Work with the Owner and, to the extent applicable, Owner's related parties listed as additional insured.

8.2 Contractor is required to obtain Certificates of Insurance with same requirements from Subcontractors and provide to the Owner.

8.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Article 8 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire

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until at least thirty (30) days prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required.

Article 9. Substantial Completion

9.1. Substantial Completion is the state in the progress of the Work when the Work or designated portion thereof is sufficiently complete so the Owner can occupy and/or utilize the Work for its intended use.

9.2. The Work as set out herein will not be considered Substantially Complete unless and until the performance of the Work is to the point where (1) all Project components included in the Scope of Work are installed properly and are operational; (2) as to such Work, all required governmental inspections and certification required for the Work and of Contractor have been made and posted; (3) as to such work, all the required finishes included in the Scope of Work, if any, are in place; (4) the Work can be used by the Owner for its intended purpose; (5) a final completion list has been prepared by Contractor and approved by Owner; and (6) applicable lien waivers and guarantees for Work completed to that date have been delivered to Owner.

9.3. When the Contractor deems that the Work or designated portion thereof is Substantially Complete, the Owner will inspect to determine whether the work is Substantially Complete. Upon approval by the Owner, the Contractor shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and the Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Any warranties, if applicable, shall commence on the date of Substantial Completion of the Work or designed portion thereof unless otherwise provided in the Certificate of Substantial Completion.

Article 10. Termination

10.1. Termination by the Contractor. Contractor may declare default and terminate the Agreement if Owner has not made payment of sums due on an approved Application for Payment, or otherwise breaches any provision of the Contract Documents, within seven (7) business days of Owner's receipt of a written demand from Contractor for such payment. In the event of default by Owner, the Contractor may terminate the Agreement and recover from the Owner payment for Work executed and for actual proven unrecoverable loss with respect to materials, equipment, tools, construction equipment and machinery purchased prior to the time the event of default by Owner. The results of termination under this Article 10 are in addition to any other rights and remedies available to the Contractor whether provided in the Agreement or as a matter of equity or law.

10.2. Termination by the Owner. Subject to the Owner providing detailed and written notice of an alleged fault and providing Contractor fourteen (14) business days to reasonably cure any such alleged default, the Owner may terminate the Agreement if the Contractor:

a) Repeatedly refuses or fails to supply enough properly skilled workers or proper materials; or

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b) Fails to make payment to Subcontractors for materials or labor in accordance with the respective terms and conditions of the agreements between the Contractor and the subcontractors; or
c) Repeatedly disregards laws, ordinances, or rules, regulations or orders of the Owner or a public authority having jurisdiction; or
d) Repeatedly fails to diligently perform the work or repeatedly fails to correct a defect or non-conforming work; or otherwise breaches any provision of the Contract Documents.

10.2.1. In the event of termination under this Article 10.2, Contractor shall not be entitled to receive any further payments under the Agreement. If the costs of finishing the Work exceed the unpaid balance of the Contract Sum, such excess shall be paid by the Contractor to the Owner. The results of termination under this Article 10 are in addition to any other rights and remedies available to the Owner whether provided in the Agreement or by law, including the right to stop Work under any applicable provision of the Agreement.

Article 11. Miscellaneous Provisions

11.1. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including those required by law in connection with performance of the Work. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or part by the Contractor, or by anyone for whose acts the Contractor may be liable.

11.2. Upon written request of the Owner, information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

11.3. The Contractor shall arrange for tests, inspections and approvals of portions of the Work required by the Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, with Contractor and Owner further agreeing herein how such costs should be paid.

11.4. If default should occur under this Agreement, then each party shall have such rights and remedies as may be available to it at law and/or in equity. The failure by any party hereto to exercise or elect, and any delay by such party in exercising or electing, any right or remedy hereunder shall not constitute a waiver of any such right or remedy. The exercise by any party hereto of any right or remedy hereunder shall not preclude the exercise of any other right or remedy, and the remedies and rights provided herein are cumulative and not exclusive of any rights or remedies provided at law or in equity.

11.5. Intentionally Omitted.

11.6. The Owner agrees the Contractor shall not be responsible for delay in performance of its work by reason of acts of war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience;

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act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication, or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the Contractor ("Force Majeure Event"). In the event of Force Majeure, the Owner agrees that all dates by which performance of the Contractor's obligations are scheduled to be met shall be extended, as reasonable and necessary to complete said obligations or as requested by the Contractor, and furthermore that the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of suspension, shutdown, work stoppage, delay, re-mobilization and/or start-up due to any Force Majeure Event. The Owner and Contractor, in the event of Force Majeure, execute a Change Order, as set forth in the Construction Agreement, to adjust the Contract Sum, Contract Time and any other cost or expense because of each Force Majeure Event.

11.7. Consent to Contractor's Use of Project Information. The Contractor, its subsidiaries and/or affiliates, may develop and/or capture information, including but not limited to photographs, videos, and general data, as related to Project, or Contractor's work on the Project, for use in Contractor's business portfolio or as related to Contractor's marketing and advertising ("Promotional Work"). The Owner acknowledges and understands that the Owner's name, image, likeness, including but not limited to buildings, structures, fields, logos, signage, as related to the Project, may be captured in such Promotional Work. The Owner further consents and agrees that the Contractor may use the Owner's name, image, likeness, including but not limited to buildings, structures, fields, logos, and signage, as captured in the Promotional Work in connection with the Contractor's products and services, or the products and services provided by Contractor's subsidiaries and affiliates. Such consent and agreement of Owner herein shall apply during the term of this Agreement and survive thereafter, without limitation, and allow the Contractor, its subsidiaries and/or affiliates, to continue to use the Promotional Work as developed and/or captured.

Article 12. Severability of Agreement

12.1 If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Article, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

Article 13. Time of the Essence

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13.1 Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Article 14. Survival

14.1 Except as otherwise expressly provided in this Agreement, representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to be a part of this Agreement, shall survive the date of this Agreement.

Article 15. Ambiguities

15.1 Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

Article 16. Waiver

16.1 No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy.

Article 17. Headings

17.1 The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.

Article 18. Counterpart & Electronic Signatures

18.1 This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto and to their respective successors and assigns and may be executed in two or more counterparts each of which shall be deemed an original but all of which together shall constitute but one and the same instrument. The parties hereto acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include digital versions of an original signature or electronically scanned and transmitted versions (e.g., via DocuSign) of an original signature.

Article 19. Representation on Authority of Parties/Signatories

19.1 Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party’s obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Article 20. Assignment

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20.1 Neither party shall voluntarily or by operation of law assign, hypothecate, give, transfer, mortgage, sublet, license, or otherwise transfer or encumber all or part of its rights, duties, or other interests in this Agreement or the proceeds thereof (collectively, "Assignment"), without the other party's prior written consent. Any attempt to make an Assignment in violation of this provision shall be a material default under this Agreement and any Assignment in violation of this provision shall be null and void.

Article 21. Choice of Law & Dispute Resolution

21.1. All matters arising out of or related to this Agreement shall be subject to, governed by, and construed according to the laws of the State of Nebraska, and jurisdiction and venue of any suit arising out of or related to this agreement shall reside only in courts located in the State of Nebraska.

21.2. Except for a claim of injunctive relief, and subject to any applicable cure provision, before Owner or Contractor initiates any court proceeding or enforcement proceeding in connection with any alleged breach of this Agreement, the Parties shall first participate in a mediation. The mediation shall be attended in person by an officer of each Party with decision-making authority, counsel for any Party who wishes for his or its counsel to attend, and a mediator of the American Arbitration Association or other mediator mutually agreeable to the Parties. The mediation shall take place at a location agreeable to the Parties, or in the alternative, at a location designated by the mediator. The Parties shall, in equal shares, pay all costs and expenses of such mediation, and the Parties shall each pay separately its own counsel fees. The mediation shall take place as soon as practical, but no later than sixty (60) days after either Party notifies the other, in writing, that mediation under this provision is requested. The mediation shall be subject to applicable laws protecting the confidentiality of mediation. In the event the mediator declares an impasse, the Parties shall proceed in accordance with the provisions of Section 21.3.

21.3. Subject to first complying with Section 21.2, in the event of any controversy, dispute or claim arising out of or related to this Agreement, or the interpretation, breach, termination or validity hereof, including a claim for injunctive relief, a Party shall submit such controversy, dispute or claim to the Seward County District Court, Nebraska's 5th Judicial District in Seward, Nebraska. Each of the Parties to this Agreement hereby waives any objection based upon *forum non conveniens*, and any objection to venue of any action instituted by or though this Agreement in the aforementioned Court and consents to the granting of such legal or equitable relief as is deemed appropriate by such court.

Article 22. Entire Agreement

22.1 This Agreement, the Contract Documents and all exhibits incorporated, contains the entire agreement of the parties, and supersedes any and all prior agreements between the parties, written or oral, with respect to the transactions hereby contemplated. There are no verbal understandings, agreements, representations, or warranties between the parties which are not expressly set forth herein. This Agreement may not be changed or terminated orally but may only be changed by an agreement in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date above written.

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MMTH

Owner:

Seward Public Schools

By: Josh Fields
D8C69EA9A9AA442...

Printed Name: Dr. Josh Fields

Title: Superintendent

Date: 6/19/2026

Contractor:

Mammoth Sports Construction, LLC

By: Jacob P. Farrant
FCD113AC2844449...

Printed Name: Jacob Farrant

Title: CEO

Date: 6/19/2026

Acknowledged By:

Plum Creek Field and Turf Committee

By: Mitchell Happ
830FF31EC16A481...

Printed Name: Mitchell Happ

Title: Authorized Agent

Date: 6/19/2026

Docusign Envelope ID: 2899BFD1-EA38-8D65-8147-7F3459EF9AF1

MMTH

SEWARD PUBLIC SCHOOLS – PLUM CREEK PARK BASEBALL

Exhibit A: Scope of the Work, Clarifications and Assumptions

The Scope of Work for the Project shall be as set forth hereafter:

Contract Pricing

1) Is based upon description and detail of Work, and terms and conditions of this Agreement and this Exhibit A.
2) Is based upon Exhibit B Investment Summary dated May 27, 2026, as attached hereto.
3) Is based upon Exhibit C Investment Breakdown dated June 19, 2026, as attached hereto.
4) Is based upon Exhibit D Annual Maintenance Plan, as attached hereto.
5) Is based upon complete execution of this Agreement on or before June 19, 2026.

Any cost breakdowns and/or breakouts provided in this document, or separately, are intended to be utilized for accounting purposes only and not intended to provide “line-item guarantees”. Budgets included in this Agreement are not included as line-item allowances, these budgets are included for use by Contractor to track the cost of the work items as required. Individual costs may overrun, underrun, or be used for other items not specifically outlined as a budget item as required to complete the work.

**Potential costs that may be incurred after/during design investigation:

1) Site Investigation Discovering Unknown Conditions.
    a. To include remediation of subsurface conditions, unknown conditions or the requirement(s) for utilities relocation, upgrades, modifications, as related to unknown conditions.
2) Governing Jurisdiction or Agency Review, Comments or Requirements:
    a. To include environmental testing or remediation, permitting or other approvals required for the Project.
    b. To include any special conditions placed upon the Project by a governmental authority having jurisdiction.
3) Owner directed changes requested after execution of this Agreement.

Design Services and Construction Documentation

A complete set of construction documents will be submitted for permits which include the following:

- Topographic survey of proposed turf limits provided by Owner.
- Geotechnical investigation of proposed turf limits provided by Owner.
- Review existing Geotechnical information &Stormwater Calculations prepared by others.
- Erosion Control Plan.
- Site & Grading Plan.
- Layout Plan.
- Utility Plan.
- Field Marking Plan.
- Detail Plans to include:

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  - Curbs, piping systems, base section, and additional details as required to complete the installation of the field.
- Furnish Sealed Drawings
- Contractor to attend up to one (1) coordination meeting with the Local Permitting Authority

General Conditions and Clarifications

1. Sales tax is excluded. Upon execution of this Agreement, Owner is to provide Contractor a project tax exemption certificate. If Owner is unable to provide such project tax exemption certificate, the Owner agrees that Contract Sum shall be increased by the amount of sales tax due via written Change Order.
2. Prevailing and/or Union and/or Davis Bacon wages/benefits are excluded.
3. General Liability and Builder's Risk insurance are included, to the extent applicable for the Project.
4. Supervision and mobilization are included.
5. Construction permitting is included; to the extent applicable for the Work and provided the enforcement of special conditions is not required for the Project.
6. Payment, Performance and/or Statutory bonds, and associated fees are included.
7. Erosion control and maintenance thereof is included.
    a. To the extent necessary for the Project.
    b. Any water/drainage studies, SWPPP plan, erosion control or additional drainage requirements over and above the listed and typical artificial turf field drainage system are excluded.
8. All re-route, repair, replacement of any existing site utilities, including but not limited to electrical, data/internet, water, sewer, storm and/drainage are excluded for the Project.
9. All necessary tools, equipment and personal protective equipment are included.
10. Final punch-out and clean-up of the completed project are included.
11. Standard 1-year workmanship warranty is included to commence upon the date of Substantial Completion of the Project, plus applicable manufacturers and product warranties.
12. The Contractor reserves the right to include, pay overtime and acceleration costs within this contract as required to manage the schedule, without increase in costs to the Owner.
13. Unforeseen subsurface conditions, including burial remains and/or artifacts, and removal of underground structures are excluded.
14. Site Security and security fencing are excluded.
15. Development fees are excluded.
16. Construction Materials Testing and any other Construction & Special Testing and/or Inspections, including the identification of the presence of hazardous materials or substances at the Project before, during or after the Work, is excluded unless stated otherwise herein.
17. Utility consumption costs for construction activities are excluded.
    a. Utilities are to remain under the Owner's name and paid by Owner.
18. All logos, watermarks, sport lines, and other inlaid markings stated herein are subject to completion of shop drawing designs and review by Owner and Contractor's for installation.
19. If after execution of this Agreement, Owner desires to add markings, logos, watermarks, inlays, signage or panels, the Parties agree to enter into a written Change Order for the cost of such additional amounts.
20. Pricing assumes no existing irrigation systems within the field areas that will be under construction during the Project.
    a. Any repair, re-route or replacement of irrigation systems and/or water sources and/or infrastructure for irrigation are excluded.

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21. The Owner shall provide structurally capable ingress/egress for ALL of Contractor's personnel, equipment, and materials and staging within 50' of playing field. Construction traffic shall be expected at the work site, and upon surrounding streets, sidewalks and roads, for the duration of this Agreement, including but not limited to heavy machinery use, semi-tractor and dump truck travel and the delivery of construction materials necessary for the Work. The Contractor shall NOT be responsible for wear and tear to streets, sidewalks or roads on or adjacent to the work site due to construction traffic ingress/egress to the work site.
22. Contractor requires, and Owner shall provide, a suitable staging area per field. A 25' x 25' hard or paved clean surface area located within 100' feet of the playing surface shall be provided for purposes of proper mixing of infill material. The staging area must have minimum access of 15 feet wide by 15 feet high. Access to any field from the staging area will include suitable bridging over curbs to permit suitable access to the field by low clearance vehicles. The staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. The Contractor shall not be liable for any damage to the staging area or existing surfaces unless such damage is caused by Contractor's intentional misconduct or gross negligence.
23. Any item or scope of work not specifically listed above or below is excluded.

Sitework For All Scopes of Work

1. Construction of (1) construction entrance is included.
2. Site demolition is excluded unless otherwise stated herein.
3. Stripping of topsoil and excavation to subgrade is excluded.
4. If Owner provided utility plans are not available, Contractor will utilize "Dig Safe" or 811 for location of private utilities, which Contractor shall coordinate with Owner.
5. Prior to the commencement of the Work, Owner shall be responsible to mark and identify any private utilities within the Project site. Damage to any private utilities not marked by Owner prior to Construction, shall be repaired at the cost of the Owner.
6. All utility infrastructure work or repair is excluded.
    a. The supply of or adjustment to manholes, clean-outs, and grates and supply of the manhole covers is excluded.
7. Retaining walls are excluded.
8. New fencing and fence repair, unless specifically stated herein, are excluded.
9. Rock Excavation is excluded.
10. Dewatering associated with excavation is excluded.
11. Any site improvements not specifically addressed herein are excluded.

Synthetic Turf Field - Full Conversion of Baseball Field

1. Demolition (Agrilime & Fence Removal): Demolition is excluded and will be provided by Owner.
    i. Demolition provided by Owner must be completed prior to Contractor mobilization. In the event Owner demolition is not completed by the time of Contractor mobilization, Contractor will complete the remaining demolition and add the associated costs to the contract via Change Order.
2. Site Repair & Reseed: Site repair and reseed is excluded and will be provided by Owner.
3. Haul Off Excess Material: Haul off of excess material is excluded and shall be provided by Owner.
4. Base Construction: includes:
    a. New aggregate base, per plan design.

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   b. Drainage system, per plan design.
5. Concrete Curb & Nailer Boards: are included.
6. Fencing: The following fencing is included:
   a. 1,160LF of 6' Black Vinyl with yellow rail cap #9 gauge
   b. 50LF of 16' Black Vinyl for Batter's Eye #9 gauge
   c. Windscreens are excluded.
   d. 4(each) 6'x4' Gates
   e. 2(each) 6'x12' Double Gates
7. Bullpens: Bullpens include the following:
   a. Base work
   b. Synthetic Turf
   c. Synthetic Turf Install
   d. Concrete
8. Field (Synthetic Turf & Install): is included.
   a. Shaw Sports Turf B1K System
      i. 1.5" 52oz Blend on Infield
      ii. 1.625" 40oz Blend on Warning Track
      iii. 1.75" 40oz Blend on Grass Areas
      iv. 50'X50' 3-Color Centerfield Logo
      v. Alternating Outfield Panels
   b. MMTH Logo
      i. To be placed in foul territory on the first base side.
   c. 2 (each) 10' x 8' Ad Panels
   d. 8 (each) Replacement Panels
9. Portable Mound: is included.
   a. 18' diameter Perfect Mound or approved equal
10. Sports Equipment: The following sports equipment is included.
   a. 1 set of 30' Foul Poles
   b. 6 (each) Pitching Rubbers
   c. 1 set of bases
      i. Includes 2 sets of base plugs
      ii. Includes 1 safety base
   d. 1 sleeved home plate
   e. Portable 10' T Foul Poles
   f. 14 (each) Protective Mats, as follows:
      i. 6 (each) Catcher's Mats
      ii. 1 Batter's Mat
      iii. 2 (each) Pro Spiked Game Mats
      iv. 5 (each) Ultimate Spiked Practice Mats

Artificial Turf Maintenance Equipment and Training

1. Maintenance Equipment:
   a. One (1) MMTH Turf Sweep is included.
   b. Vehicle for towing maintenance equipment is excluded.
2. Maintenance Training:
   a. A one-time training of the Owner's current maintenance staff on the basic components of effective and routine maintenance is included to be scheduled upon substantial completion of the Project and at a time mutually agreeable to the Owner and Contractor.

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3. Annual Maintenance:
    a. Annual maintenance is included for 8 years.
        i. See attached Exhibit D for annual maintenance terms and conditions

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MMTH

SEWARD PUBLIC SCHOOLS – PLUM CREEK PARK BASEBALL

Exhibit B: INVESTMENT SUMMARY DATED MAY 27, 2026

See attached.

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SEWARD PUBLIC SCHOOLS

BASEBALL FIELD CONVERSION

INVESTMENT BREAKDOWN

Demolition (Agrilime & Fence Removal) **$4,274.00**

Site Repair & Reseed **$3,629.00**

Haul Off Excess Material **$28,000.00**

Base Construction **$467,158.00**

New aggregate base + drainage system

Concrete Curb & Nailer Boards **$47,368.00**

Fencing **$85,569.00**

1,160LF of 6' Black Vinyl with yellow rail cap #9 gauge
50LF of 16' Black Vinyl for Batter's Eye #9 gauge
4(ea) 6'x4' Gates
2(ea) 6'x12' Double Gates

Bullpens **$42,390.00**

Base work + Turf + Turf Install + Concrete

Field (Turf + Install) **$648,087.00**

Shaw Sports Turf B1K System
1.5" 52oz Blend on Infield
1.625" 40oz Blend on Warning Track
1.75" 40oz Blend on Grass Areas
50'X50' 3-Color Centerfield Logo
Alternating Outfield Panels

Portable Mound **$20,223.00**

Perfect Mound or approved equal

Sports Equipment **$38,102.00**

1 set of 30" Foul Poles
6(ea) Pitching Rubbers
1 set of bases
1 home plate system
Portable Foul Poles
14(ea) Protective Mats

Haul Off Excess Material *(done by Owner)* ..... **DEDUCT ($28,000.00)**

MMTH Logo *(on baseline foul territory)* ..... **DEDUCT ($25,000.00)**

Demolition (Agrilime & Fence Removal) *(done by Owner)* ..... **DEDUCT ($4,274.00)**

Site Repair & Reseed *(done by Owner)* ..... **DEDUCT ($3,629.00)**

2(ea) 10'x8' Ad Panels ..... **included**

Annual Maintenance 8-Year Plan ..... **included**

1 MMTH Turf Sweep ..... **included**

8(ea) Replacement Panels ..... **included**

Total Investment $1,323,897.00

ALTERNATES

Batting Cage (Bullpen, Walk-Draw Netting) Home Side (2) 75'x15' Tunnels ..... **ADD $58,000.00**

Batting Cage (Bullpen, Walk-Draw Netting) Visitor Side (2) 75'x15' Tunnels ..... **ADD $58,000.00**

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MMTH

SEWARD PUBLIC SCHOOLS – PLUM CREEK PARK BASEBALL

Exhibit C: INVESTMENT BREAKDOWN DATED JUNE 19, 2026

See attached.

Docusign Envelope ID: 2899BFD1-EA38-8D65-8147-7F3459EF9AF1

SEWARD PUBLIC SCHOOLS

BASEBALL FIELD CONVERSION

Investment Breakdown

Turf Committee Package

- Turf Package $748,802
  - Field (Turf + Install).....$648,087
  - Bullpens.....$42,390
  - Sports Equipment.....$38,102
  - Portable Mound.....$20,223

School Packages

- Earthwork & Site Prep Package $130,860
  - Earthwork & Site Prep.....$130,860
- Drainage Package $85,674
  - Field Drainage.....$85,674
- Base Rock Package.....$131,285
  - Base Rock.....$131,285
- Finish Rock Package.....$119,339
  - Finish Rock.....$119,339
- Concrete & Fencing Package.....$132,937
  - Concrete Curb.....$47,368
  - Fencing.....$85,569

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MMTH

SEWARD PUBLIC SCHOOLS – PLUM CREEK PARK BASEBALL

Exhibit D – 8-Year Synthetic Turf Maintenance Plan

See attached.

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MMTH

Mammoth Sports Construction and Seward Public Schools
Annual Synthetic Turf Field Maintenance Agreement

This Agreement for Annual Field Maintenance is hereby made and entered as of the Effective Date of the Agreement by and between the Parties.

Now therefore, the Parties hereby enter this arrangement for an annual field maintenance plan ("Maintenance Plan") based upon the following terms and conditions:

1) **AGREEMENT SUMMARY**. MMTH agrees to provide Owner annual field maintenance services for the synthetic turf baseball field and bullpens as constructed under the Agreement ("turf fields") located at Plum Creek Park, 1933 Karol Kay Blvd, Seward, Nebraska all in line with the scope of work identified herein.

2) **SCOPE OF WORK**. The Scope of the Maintenance Plan is as follows:

   a. Inspection & Field Visits

      MMTH will make an annual one-time site visit to perform a visual inspection of the turf fields, including inspection of seams, hash marks, numbers, arrows, logos, planarity, rips/tears, and infill levels. All material aspects of the inspection will be provided in a written report submitted from MMTH to the Owner upon completion of the inspection ("Annual Inspection Report"). To the extent necessary as determined by MMTH, if additional visits to the turf fields are required under this Maintenance Plan, such visits will be documented to Owner via a written field report, unless otherwise agreed by the Parties.

   b. Infill Depth & Field Testing

      MMTH will make an annual one-time site visit to test infill depths using an ASTM approved infill depth gauge per manufacturer/product guidelines. MMTH will use certified field-testing equipment and personnel for all testing and maintenance. Such testing is critical to ensure compliance with applicable standards and guidelines for installed products and/or manufacturer's guidelines.

   c. Grooming & Cleaning

      MMTH will make an annual one-time site visit for grooming and cleaning utilizing the SMG Sports Champ Machine to brush, sweep, and vacuum the turf system. The grooming pattern will go in all four (4) directions across the field with a powered rotary/mechanical brush. This process collects debris (e.g., bobby pins, gravel, etc.) which could impact players or field play.

   d. Spot Repair – To Areas of Minor Repair

      MMTH will make an annual one-time site visit to examine and/or repair impairments of a minor nature, as determined by MMTH, to inlays (e.g., hash marks, numbers, arrows, logos, lines, pitching mound(s), etc.), and to perform small seam repairs, up to 50 linear feet, to the turf fields where edges are visibly lifting. Spot repair also includes regluing sections of the turf fields that are loose and can be small-hand stitched.

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3) **OPTIONS FOR ADDITIONAL REPAIR**. Repair to the turf fields which are not covered under this Maintenance Plan, and which require significant time and materials, as determined by MMTH, is subject to approval of additional costs and fees by Owner.

4) **LIMITATIONS AND EXCLUSIONS OF MAINTENANCE PLAN**. The Maintenance Plan shall not apply to the following:

   a. Any natural surfaces.

   b. Infill additions and base construction work.

   c. Repair of longer seams (anything over 50 linear feet), multiple damaged spots or designated high-traffic areas, as determined by MMTH, which include but are not limited to: home plate/batter's boxes, pitcher's mounds, base areas/paths, batting cage/bullpen areas, kick off areas and soccer goal areas.

   d. Damage resulting from the use of improper footwear on the field, including long-spiked track shoes and metal cleats. MMTH recommends standard molded cleats for field use.

   e. Damage or failure caused by unauthorized modifications or repairs made or attempted by others.

   f. Damage resulting, directly or indirectly, from force majeure events, accidents, misuse, intentional and unintentional abuse, neglect, adverse weather; and other contingencies beyond the control of MMTH.

   g. Damage from negligence or lack of standard maintenance. MMTH will provide training on standard maintenance to Owner.

5) **COMPENSATION**: The fee for services under this Maintenance Plan is included in the total contract sum as set forth in Section 6.1 and is to be paid by Owner in accordance with payment terms as set forth in Section 7.1 and the terms and conditions of the Agreement. Any additional repairs and/or services rendered under this Agreement will be invoiced separately following completion of the work.

   For any amount due under this Maintenance Plan, the Owner shall pay MMTH within thirty (30) calendar days following receipt of the invoice from MMTH. Any amounts that remain unpaid after thirty (30) calendar days of the Owner's receipt of invoice from MMTH shall bear interest from the due date until paid at a rate equal to 1.5% per month (18% annually) or the maximum allowed by law.

6) **TERM**: The term of this Agreement shall commence one year after Substantial Completion of the turf fields, as constructed by Contractor, under the Agreement, and thereafter last for eight (8) years. In the event either Party wishes to terminate the agreement prior to the end of the eight-year term, a notice of termination shall be sent to the other party providing at least thirty (30) calendar days' notice prior to the effective date of termination. If Owner terminates this agreement prior to the end of the eight-year term, the Owner waives any claim for reimbursement of fees paid to Contractor. If the Owner or the City of Seward replaces the synthetic turf at the turf fields prior to the expiration of the Term, the Agreement shall automatically terminate, unless otherwise agreed in writing by MMTH and the Owner. Upon such termination, MMTH shall be released from any further obligation(s) under this Maintenance Plan.

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7) **SCHEDULING**. For any maintenance or work provided by MMTH under this Maintenance Plan, at least thirty (30) calendar days advanced notice is required from the Owner for scheduling. Upon receipt of said notice from Owner, MMTH will work with Owner to schedule said maintenance and/or work in a prompt manner and as soon as reasonably possible following the thirty (30) day notice period, based on availability of MMTH's maintenance crew and the availability of Owner's field. If, for any reason, maintenance under this Agreement is provided for one or more fields, then all services shall be provided concurrently and during one (1) mobilization by MMTH unless agreed to otherwise by the Parties in writing.

8) **TRAINING**. This Maintenance Plan includes a one-time training session for the Owner's maintenance staff on the basic components of effective and routine maintenance of synthetic turf.

9) **ALTERNATIVE DISPUTE RESOLUTION**: The Parties agree that in the event of any dispute arising under, or relating to, this Agreement, parties shall make a good faith attempt to resolve such dispute through alternative dispute resolution process of mediation prior to filing litigation, on such terms as the Parties find acceptable. The mediation shall take place at a mutually agreeable location. Each Party shall bear the cost of its own legal fees and expenses, with the Parties equally sharing expenses for the mediator.

10) **APPLICABLE LAW/REMEDIES**: This Contract shall be governed by the laws of the State of Nebraska. The Parties shall have all remedies available by law or in equity.

11) **INSURANCE**: MMTH agrees to provide assurance of commercial general liability insurance coverage of not less than $1,000,000.00 per occurrence and $2,000,000.00 aggregate.

12) **INDEMNIFICATION**: Each party of this Agreement shall be responsible for claims and damages to persons or property resulting from acts or omissions on the part of itself, its employees, or its officers to the extent permitted by law. Neither party assumes any responsibility to the other party for consequences of any act or omission of any person, firm, or corporation not a party to this agreement. Neither party for this Agreement shall be considered the agent of the other party.

13) **LEGAL CONSTRUCTION/SEVERABILITY**: In the event that any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable.

14) **NOTICES**: Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, US registered or certified postage prepaid with return receipt requested. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated on the date of the signed return receipt.

15) **ENTIRE AGREEMENT**: This Agreement contains the entire agreement of the Parties and supersedes any and all prior agreements between the parties, written or oral, with respect to the transactions hereby contemplated. There are no verbal understandings, agreements, representations, or warranties between the parties which are not expressly herein set forth. This Agreement may not be changed or terminated orally but may only be changed by an agreement in writing signed by the parties hereto.

Karen A. Haase NE, SD, IA, WY, KS
Steve Williams NE, SD
Bobby Truhe NE, SD
Coady H. Pruett NE, CO, SD, KS
Jordan Johnson NE, WY, NE

Tyler Coverdale SD
Sara Hento NE, SD
Amanda Dabney NE, WY
Shari Russell, Paralegal

M E M O R A N D U M

To: KSB Policy Service Subscribers

From: KSB School Law

Date: May 26, 2026

Re: Annual Policy Updates

It's time for the 2026 KSB School Law policy updates. Below, we discuss the policy changes, the changes to our standard forms, and some issues raised by certain laws that do not require a policy change but present new obligations or information to know. As usual, we have broken these down into 3 sections: "Policy Changes;" "Forms Changes;" and "Other Issues to Consider."

Please keep in mind that most approved bills go into effect 3 months after the legislature adjourns. This year the Unicameral adjourned sine die on April 17, so the effective date of most bills will be July 17, 2026. If a bill has a specific effective date or an emergency clause, we'll note that. There are also a few bills that passed in previous sessions but go into effect this summer or for the 2026-27 school year. We'll note those, too.

To assist subscribers in implementing these changes and the other considerations laid out in this Memo, **KSB will hold a webinar on Monday, June 2, 2026, at 9:00 a.m. Central Time**. The link to join us live is here. In the webinar, we will give a brief overview of the changes and then answer questions from attendees regarding the policies, forms, and other items noted. *We will also record the webinar and post it in the KSB School Law portal in the Policy Updates section*. Please contact us if you have any additional questions about the policy updates or portal.

Policy Changes

REVISION OF POLICY 2008: MEETINGS

LB 596 eliminates the requirement to publish notice of meetings in a newspaper. Instead, the board selects the method. We *strongly encourage* all schools to provide official notice on the school's website. You can provide information about meetings in other ways, such as on social media or in your local paper, but this should be voluntary. The law requires your selected method of notice to be published in your meeting minutes, so be sure your minutes include the meeting notice publication method (website) when you implement this change.

Instead of newspaper publication for all meeting notices, the law adds a "notice of notice" publication requirement. Four times per year, in a newspaper of general circulation in the district, you must publish (1) your regular meeting schedule, (2) the location of regular meetings, and (3) your method of publishing meeting notices (website). There is no requirement that this occurs quarterly, just 4 times per year. In theory, you could publish this "notice of notice" 4 straight weeks in a weekly paper and be done for the year. Something like this would be sufficient:

> *[SCHOOL] generally schedules regular board meetings for the second Monday of each month. Regular meetings are typically held [LOCATION]. Official meeting notices for each regular and special meeting, including the date, time, and location, will be posted on the school district's website. Please check our website for all meeting notices as the date, time, or location may change.*

We recommend that you publish your first "notice of notice" in your preferred newspaper of general circulation starting in July 2026 so that all future meeting notices (regular and special) after July 17, 2026, can be published on your website.

This revision is required.

REVISION OF POLICY 3003: BIDDING FOR CONSTRUCTION, REMODELING, REPAIR, OR SITE IMPROVEMENT

In general, when a school district "expends public funds for the construction, remodeling, or repair of any school-owned building or for site improvements," the school district is required to advertise for and solicit competitive bids. However, the law provides an exception to this competitive bidding requirement when the "contemplated expenditure for the complete project" will not exceed a specific dollar amount. This statutory dollar amount is subject to adjustment by the State Board of Education every fifth year. In August 2025, the State Board updated the dollar amount of this threshold to $136,000. Our recommended changes to Policy 3003 reflect this higher dollar amount for the projects that are exempt from the competitive bidding requirements.

This change is required.

REVISION OF POLICY 3003.1: BIDDING FOR CONSTRUCTION REMODELING REPAIR OR RELATED PROJECTS FINANCED WITH FEDERAL FUNDS

Effective October 1, 2025, the federal government updated the dollar thresholds for micro-purchases (from $10,000 to $15,000) and for purchases made pursuant to the simplified acquisition procedures (from $250,000 to $350,000). This policy has been updated to reflect these new dollar thresholds. We also updated some regulatory citations.

This change is required.

REVISION OF POLICY 3004.1: FISCAL MANAGEMENT FOR PURCHASING AND PROCUREMENT USING FEDERAL FUNDS

The federal government changed the micro-purchase (from $10,000 to $15,000) and simplified acquisition (from $10,000 to $15,000 and from $250,000 to $350,000) dollar amounts. In addition, NDE conducted desk audits and concluded that travel costs must now be included in this policy. The policy has been updated to reflect these changes.

This change is required.

REVISION OF POLICY 3048: COMMUNICABLE DISEASE

We revised this policy to align better with the admittedly confusing DHHS requirements in the DHHS regulations. The revisions give staff clearer steps to assess and respond to signs and symptoms of communicable disease. These revisions are timely given rising absenteeism rates, falling immunization rates, and more frequent reports of the potential transmission of communicable diseases (measles schmeasles, right?). You'll want to review this policy with your school nurse and other staff with health screening and reporting obligations.

This change is required.

REVISION OF POLICY 3057: TITLE IX (FULL VERSION)

The federal regulations (upon which the full version of Policy 3057 is based) define "sexual assault" by reference to a federal statute, which itself references the FBI's "uniform crime reporting system." This reporting system was updated in 2025, and the updates modified how certain sex offenses are defined. The prior, separate subdefinitions for sodomy, sexual assault with an object, and fondling have been removed in favor of more broad definitions of "rape" and "criminal sexual contact." The policy updates reflect the updated definitions.

If you use the full version of the policy, make sure your Title IX team members review and understand these new definitions. They replace definitions we encountered frequently over the last several years.

This change is required *if you use the "full" version of this policy*.

NEW POLICY 3061: ACH ORIGINATOR POLICY

If your school sends electronic payments through your bank, such as payroll direct deposits or vendor payments, your school is an ACH Originator under NACHA Operating Rules. The easiest way to confirm your status is to call your bank and ask whether you have an Originator Agreement on file. If the

answer is yes, you are an Originator. Simply receiving electronic payments does not make you an Originator.

Effective June 19, 2026, NACHA (the organization that governs the ACH network) requires all Originators to have a written fraud monitoring process in place for ACH transactions. This is a new requirement based on a rule change. We recommend you contact your bank(s) to determine if this policy is needed. Some or all of these measures may already be captured in your Originator Agreement with your bank. Your bank may also want to review the policy to determine if it aligns with their Originator Agreement.

We considered adding fraud monitoring and prevention measures to this policy. We know many banks include prevention procedures in their own systems. They vary, so we did not include a specific monitoring or verification system in the policy. We did not want to put something in writing that won't align with your practices. However, now is a good time to review and establish your own fraud protection and internal control measures. For example, your school may consider practices such as: 1) before sending any ACH payment, the District will receive a written, signed authorization and keep it on file; 2) the District will submit all ACH files through its bank's online portal using multi-factor authentication; 3) before acting on any new payment or any change to existing payment instructions over $X, the District will confirm the information by a separate method, such as a phone call to a known number; 4) the District stores banking data securely and limits access to authorized staff only.

This policy is required if your district is an ACH Originator.

REVISION OF POLICY 4017: RELATIONS WITH EMPLOYEE COLLECTIVE BARGAINING ASSOCIATIONS

LB 429 basically requires schools to treat all "professional employee organizations" equally. They must have equal access to things like physical mailboxes, email, and bulletin boards. Schools cannot designate certain days or breaks by reference to a specific organization. For example, you can't designate a time during inservice days as "XYZ Education Association Presentation."

The existing policy accomplished some of these requirements already, but we made a few small tweaks to comply with some of the more vague concepts in LB 429. For example, a "professional employee organization" is one which offers "liability coverage" or "collective bargaining" assistance. In

theory, a local insurance agent (think Farm Bureau) could say they are a "professional employee organization" and thereby want access to your commons area during inservice days, email, mailboxes, etc. We'll explain some of the intended and unintended consequences of the bill when we cover it during the policy webinar.

This change is required.

REVISION OF POLICY 4019: WORKPLACE INJURY PREVENTION AND SAFETY COMMITTEE

Every public employer subject to the Nebraska Workers' Compensation Act is required to establish a safety committee that must adopt and maintain an effective written injury prevention program. This requirement has not changed. Previously, schools were required to establish the safety committee through the collective bargaining process. **LB 397** changes this requirement and now allows, but does not require, that the safety committee be established through the collective bargaining process. Policy 4019 has been updated to reflect this change.

This change is required.

REVISION OF POLICY 4056: RESIGNATION OF CERTIFICATED STAFF

This revision replaces an outdated reference to the Professional Practices Commission.

KSB NOTE: If you have not reviewed this policy recently, it's a great time to do so. We strongly encourage schools to adopt the first option in the policy which uses the legal defaults for renewals and resignations. Schools that use the second option and include a specific date, especially if it's after April 15, have been stung with late resignation requests even after staff have signed a renewal agreement for the next school year.

This change is required.

NEW POLICY 4065: STAFF USE OF AI TOOLS

We have had a student AI policy for several years, but staff are using ChatGPT, Gemini, Claude, and AI tools built into other software every day, and the risks are different from student use. This new policy is designed to work in concert with Policy 4012 on staff computer and internet use.

This policy has an AI tool approval process so that staff must obtain the permission of an upline administrator before putting student information into an AI tool. The same requirements for using student data with other classroom and educational apps (under COPPA, FERPA, etc.) apply equally to AI tools, yet most staff members are not vetting them the same way.

This policy also prohibits staff from using AI to make decisions like student grading that should be based on professional judgment. Finally, this policy includes detailed prohibitions on misuse of AI tools and guidelines on when it is permissible to use an AI recording or transcription tool.

This policy is not required, but you should strongly consider it in light of the existing legal requirements for vetting education software and apps.

REVISION OF POLICY 5001: COMPULSORY ATTENDANCE AND EXCESSIVE ABSENTEEISM

LB 937 provides more concrete processes for the excusal of absences for physical or mental illness. We updated the policy to reflect the process, which calls for verification from a certified medical professional. Additionally, LB 937 requires educational stability for students whose parents, guardians, or educational decisionmakers are subject to an active child abuse or neglect investigation from the Department of Health and Human Services and/or law enforcement. It prohibits their disenrollment or transfer for fourteen days, or unless otherwise permitted by the Department.

This change is required.

REVISION OF POLICY 5003: ADMISSION OF PART-TIME STUDENTS

LB 937 revised the part-time enrollment statute, yet again. This law has been changed more than Karen's shoes. Thankfully, this year's changes are fairly straightforward. The law has always allowed part-time enrollment of resident students, including for activity participation. Last year, the law created new enrollment rights for students attending private and exempt schools in other districts. Those rules have not changed.

This year, the Unicameral divided sports and activities into 3 buckets, with each bucket having a different number of minimum credit hours required to participate as a part-time enrollee. These are:

(1) Activities regulated by an athletic/activities association (like NSAA): 5 credit hours;

(2) Activities regulated by some other governing body (like FFA): the number of credit hours the school offers based on what the governing body requires; and

(3) Activities not regulated by any governing body or athletic/activities association (like prom and chess club): the board may require up to 5 credit hours but can require fewer, even 0.

This change is required.

REVISION OF POLICY 5004: OPTION ENROLLMENT

LB 653 revised the option enrollment laws. Starting July 17, 2026, the law now requires school districts to "automatically accept" option enrollment applications of "siblings of options students enrolled in the option school district without regard to capacity limitations." In other words, from a practical standpoint, the only point in time at which a school district can deny an option application for all children who are considered siblings of one another is at the time that the first sibling applies for option enrollment.

By doing so, the new laws now make it relevant to a school district evaluating an option application whether granting the application of the individual student applying—or admitting the siblings of any such student

now or in the future—will exceed the district's capacity limitations. We heard from many of you with questions and concerns about what this means.

We have prepared *optional* policy revisions. These say that a school district evaluating the application of any individual student can also consider whether admitting the student's siblings (even if not applying at the moment) will exceed any capacity limitations. We've also developed updated versions of our option resolution, denial letter, and a new supplemental "application" you would use for this purpose.

If you do not choose to go with this new approach, there's no updating you have to do to policy 5004. The new sibling acceptance requirement does not need to be in policy.

This change is optional. If you do not adopt this approach, there are no changes required to your option policy.

REVISION OF POLICY 5035: STUDENT DISCIPLINE

LB 653 revised the Student Discipline Act yet again this year. On the positive side, lawmakers added an exception to the suspension prohibition for pre-K through second-grade students. Schools may now suspend students in this age range for violent behavior "capable" of causing physical harm.

On the challenging side, LB 653 also heightened notice standards for both short- and long-term discipline, requiring additional disclosures about how a school responds to behaviors.

For short-term suspensions specifically, the requirements are more difficult to comply with at a practical level. Schools must now provide oral *and written* notice to the student and their parent, guardian, or educational decisionmaker *before* the suspension begins ("*Goss v. Lopez*") and give the student an opportunity to present evidence prior to the suspension. Prior to this change, a simple conversation with the student was sufficient. Now, in theory, the student will have to sit in your office or remain in the building so you can provide this new "oral and written" notice to the student and parent, before sending the student home and starting the suspension. Keep in mind this new pre-suspension notice does not replace the requirement to send a letter home after the decision is made.

The law already requires principals to schedule a meeting with the student and parent(s) prior to the student returning to school from a short-term suspension. Now, the law says if a principal has not arranged that meeting, the parent can request one.

If these changes feel overwhelming and like you'll have to tweak your discipline processes and forms, welcome to the club. KSB will host a student discipline workshop to unpack these changes on June 18, which will include updated discipline forms. It will also be recorded if you can't make it that day. Consider registering now if you have not done so.

This change is required.

REVISION OF POLICY 5048: EMERGENCY RESPONSE TO LIFE THREATENING ASTHMA OR SYSTEMIC ALLERGIC REACTIONS (ANAPHYLAXIS)

LB 457 (2025), now in statute section 79-227, requires schools to implement a policy to address general incidents of anaphylaxis involving students at school. The policy must be implemented as of July 1, 2026.

As discussed in the form change below, NDE and DHHS updated the standard anaphylaxis response protocol contained in NDE Rule 59. Policy 5048 already required the school district to comply with the protocol. LB 457 required slight tweaks to the policy, including (1) that a general response protocol does take the place of existing self-management plans, 504 plans, or IEPs already in place for specific students; and (2) that a copy of the policy and the protocols be included in every school handbook.

We also receive a lot of questions about who can sign the protocol form and who can train staff on any individual plans or the protocols. The protocol form requires the signature of a "Prescribing Health Care Practitioner," defined as "a certified registered nurse anesthetist, a certified nurse midwife, a dentist, an optometrist, a nurse practitioner, a pharmacist, a physician assistant, a physician, or a podiatrist credentialed under the Uniform Credentialing Act."

The training requirements are less strict. Someone like a school nurse, or other individual who can train staff on the medication of students, may provide the staff training. If you or your school nurse have any questions or concerns, reach out to one of us.

This policy revision (and updated protocol form) is required.

REVISION OF POLICY 6009: GRADE PLACEMENT AND ACADEMIC CREDITS OF TRANSFER STUDENTS

A few subscribers have flagged a recurring headache with students transferring back from exempt (home) schools or non-accredited schools: no verified curriculum, no transcript, and an increasingly familiar revolving-door pattern (family flips into exempt status after a truancy report or a teacher dispute, asks to re-enroll later, often timed around activity eligibility). We have revised 6009 for more clarity, including two new sections that apply only to non-accredited school students and returns from non-accredited schools.

The revision more explicitly decouples grade placement from credit. The principal can place a student at a high school grade for enrollment, activities eligibility, and age-cohort purposes—which addresses the NSAA constraint—while only awarding actual credit toward graduation on a course-by-course basis. This may be after the student demonstrates proficiency on a district-administered or district-approved assessment and/or based on a review of the curriculum, student work, and transcripts provided. That remains administrator discretion, just like it was in the pervious version of this policy.

The revision also adds an assessment battery selected by the principal, written placement notice to parents, a provisional placement option so the student can start school while assessments are completed, a ten-day parent appeal to the superintendent, a default re-entry timing of "start of a semester" with superintendent discretion to allow exceptions, and a cross-reference to the applicable state activities association rules for extracurricular eligibility.

This policy revision is optional.

REVISION OF POLICY 6038: STUDENT USE OF AI TOOLS

AI has changed a lot since we first drafted 6038, and the policy needed to catch up. The revised version keeps the rule that has been working—students cannot use AI on an assignment unless the teacher has

specifically approved it. The major additions are an explicit list of prohibited uses (AI deepfakes and other AI-generated harassment, nonconsensual intimate images of real people, putting classmates' personal information into AI tools, and using AI to get around accommodations or content filters); a carve-out for AI approved as assistive technology through the IEP or Section 504 process; and authority to reach off-campus AI conduct that disrupts school.

This policy, and the changes, are optional.

NEW POLICY 6046: RIGHT TO ACCESS SCHOOL LIBRARY MATERIALS

LB 390 (2025) requires each school board of a public school district to adopt a policy relating to access by a parent, guardian, or educational decisionmaker to certain school library information. The new policy provides parents, guardians, and educational decisionmakers the right to access a catalog of all books in the school district's library and the right to opt into certain notifications when their student checks out a library book.

The law does not specify a specific method by which school districts must distribute the request for notification form, or how parents can submit such requests. We recommend that you think about whether you want to require submission of a written form or will allow an alternative method of requesting notification. We have included a simple placeholder in the student handbook, as well, in the event you choose to handle the "opt in" process via handbooks.

The deadline for adopting this policy is "for implementation at the beginning of the 2026-27 school year."

This policy is required.

Form Changes

Special Education Procedures

Special education compliance is, unfortunately, an ever-moving target. We revised the procedures slightly, adding timelines for initial evaluations—districts must complete them within 45 school days or 60 calendar days, whichever comes first. This has always been the law, but it wasn't spelled out in the procedures (because it has always been the law). Please note: if the Department ordered your district to modify its procedures, this draft may not reflect what you currently have in place. We have maintained, and continue to maintain, that these procedures comply with the law and meet all required legal standards. **This procedure change is required.**

Policy 5004 - Related Option Enrollment Resources

These optional policy updates include three update resources for your option enrollment program: (1) an update board resolution on option enrollment; (2) a supplemental application for parents applying for option enrollment to supplement the information on the NDE form; and (3) an updated supplemental denial letter that many schools use alongside NDE's form when an application is denied.

You should only use these updated documents if you implement the optional policy changes. *If you implement the optional policy changes, you must approve the updated option resolution prior to using those new sibling criteria*.

This supplemental application is designed to provide you with the relevant information that you will need in order to be in a position to accept or reject an application, in light of all of the siblings who may gain the right to automatic acceptance once the first sibling is accepted. **These form changes are required if you adopt the new sibling consideration provisions**.

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

DHHS and NDE have updated this protocol form. You should replace your existing form with this updated version if you haven't already. The differences are subtle but important. For example, the student's weight

dictating when to use a junior epinephrine dose compared to an adult dose increased from 50 to 60 pounds. NDE Rule 59 is the binding regulation on schools, so that is the version of the form we have now included in the policy service. This protocol form is functionally your policy and what will be used to train staff. As noted above, the policy and form must also be in "all" school handbooks. **This form change is required.**

Policy 6046 - Right to Request Notification of Library Books

These updates include an optional form for you to use for parents who decide to request notification that their student has checked out a library book, as addressed in new Policy 6046. **This form isn't required** if you choose to allow opt-ins another way.

Other Issues To Consider

LB 258: Minimum Wage

LB 258 revises the way in which the state minimum wage is calculated. The current state minimum wage is $15.00 per hour. The minimum wage must be increased each January 1st by one and three-quarters percent. Different, lower rates may be paid to student learners and "youth" (14- and 15-year-olds who are not emancipated minors). ***Section 48-1202(2) specifically excludes Nebraska public school districts from the definition of "employer" to which the minimum wage applies***. Therefore, the federal minimum wage of $7.25 per hour applies to Nebraska school districts. ***However***, there are retirement implications if the school does not pay at least the state minimum wage. Section 79-902 says that "[c]reditable service does not include . . . services rendered for which the retirement board determines that the member was paid less in compensation than the minimum wage as provided in the Wage and Hour Act." In other words, if your school pays classified staff a rate below NE minimum wage, there won't be creditable service given for those activities under the school plan. That may also mean modifying wages mid-school year, when the state minimum wage changes.

LB 383 (2025): Sexting Laws and Parent Consent for Social Media Accounts

LB 383, enacted in 2025, created the Child Sexual Abuse Material Prevention Act. This is the law that now contains many of Nebraska's

"sexting" statutes, new and old. For example, it criminalizes the creation of AI or "computer-generated" content depicting minors. You often hear these referred to as "deep fakes." While the law raises some interesting constitutional issues in terms of criminal enforcement, it actually helps schools address "deep fakes" and similar generated content. The Student Discipline Act permits discipline for a violation of Nebraska law, including these laws. None of these changes made by LB 383 required policy updates last year, but they will continue to shape our digital citizenship presentations and your digital citizenship education efforts.

Here's what's new. LB 383 also created the Parental Rights in Social Media Act. It is set to take effect July 1, 2026. Essentially, any person creating a social media account must go through an age verification process. The law prohibits any "minor" from creating a social media account. "Minor" is defined as an individual "known or reasonably believed by a social media platform to be under eighteen years of age." The law only permits a minor to have an account if a parent consents, signs an oath, and completes an age verification process on behalf of the child. Even a 17-year-old senior in high school will need parent consent to hold an account if the law takes effect. Any social media company that violates the new consent requirements can be fined up to $2,500 per violation.

Of course, social media companies including Meta (Facebook, Instagram) and TikTok filed a lawsuit in Nebraska seeking to stop the law from taking effect on July 1. They have stopped the enforcement of similar laws in other states. If they are ***not*** successful in Nebraska, this will be a significant change across the state. Under current law, most students aged 13 or older can establish their own accounts without parental consent or oversight. The only real safeguard is external parental controls (human and technological), which rely on the diligence of busy parents who are less technologically sophisticated than their kids. If the law goes into effect, we think it presents a good opportunity to educate parents on its requirements and also their role as digital parents.

LB 745: High School Equivalency Diploma

LB 745 removes the age restriction and waiting period previously required to obtain a high school equivalency diploma in Nebraska. Under the old law, applicants had to be at least 18 years old and wait until their former graduating class had been out of school for at least one year. The new law eliminates both of those requirements entirely. The bill retains the existing eligibility criteria: applicants must still establish 30-day Nebraska residency

(or have last earned credits at a Nebraska high school), and they must demonstrate educational achievement equivalent to a typical high school graduate through approved testing.

LB 803: Pink Postcards for Everyone!

LB 803 made changes to school districts' budget adoption procedures. Among other details, this will require all school districts (including at least one member of the board) to participate in a joint public hearing that must occur between July 1 and July 14. Although different components of LB 803 have different effective dates, the provisions affecting school district budget procedures will be **effective January 1, 2027**. In other words, school districts need not make changes to their budget adoption procedures for adopting the 2026–27 budget (by the end of September 2026). But you will see this again next year as we update policies and send out information on its impact for 2027-28 budgeting processes.

LB 824: NPERS 120 Days

LB 824 takes effect May 1, 2026 and changes the separation period for School Plan members from 180 days to 120 days. The new law also tightens the rules significantly. During the 120-day period, a member who terminates service and takes a distribution cannot perform any work for a School Plan employer, including substitute teaching, volunteering, independent contracting, or working through a third-party organization that serves School Plan employers. Schools need to pay close attention, because even informal arrangements like training a replacement, coaching, officiating/reffing, or participating in programs like Teammates can be a violation. If NPERS finds that a true separation did not occur, the district must pay back contributions plus interest. Members who filed a valid distribution application before May 1, 2026 follow the old 180-day rules, which allow up to 8 days per calendar month of substitute or volunteer service. More information is available here.

LB 935: Swatting

LB 935 creates a new criminal offense of swatting. A person commits the offense of swatting if such person:

- Knowingly makes, causes to be made, or directs a false or misleading report of criminal activity or a need for emergency medical services or assistance from firefighters;

- Such report is made to a law enforcement agency, public safety answering point, or any other emergency response organization;
- The person knows or reasonably should know the report is false or misleading; and
- The report results in the dispatch of law enforcement, firefighters, or emergency response personnel.

A typical violation is a Class I misdemeanor. However, a violation of the new law will be a Class II felony if the violation proximately: (1) results in serious bodily injury to any person or (2) causes a law enforcement officer to deploy or threaten to deploy deadly force. A violation of the new law will be a Class IB felony if the violation proximately results in the death of any person.

LB 935: Attorney Fees

LB 935 allows a political subdivision to request an award of costs and attorney's fees if: (1) the political subdivision is a defendant against a claim that is frivolous or intended primarily to harass the political subdivision or its public officials; or (2) another party asserts a defense against a claim of the political subdivision and such defense is frivolous or intended primarily to harass the political subdivision or its public officials.

LB 940: Color Additives

Beginning August 1, 2027, public schools may not offer or make available to any student any food served as part of a school meal that contains the following color additives: Blue No. 1; Blue No. 2; Green No. 3; Red No. 40; Yellow No. 5; or Yellow No. 6. A "school meal" means a meal served pursuant to the federal Richard B. Russell National School Lunch Act or the federal Child Nutrition Act of 1966, and does not include any other food offered or made available to students.

LB 1126: Public-Private Partnership Contracts

Part of LB 1126 amended the *Political Subdivisions Construction Alternatives Act* to add a new project delivery system: public–private partnership contracts. The new law contemplates that school districts can enter into a public-private partnership contract as a method "for construction or financing of capital projects or procurement of services" in response to unsolicited proposals. If a school district is interested in using this project delivery system, the law requires that it adopt specific policies for entering into these contracts. We will have such optional policies available in the future for your use. If you have more questions about this alternative, please contact us.

KSB Evaluation Platform Suite

We are also excited to announce that the KSB Board Self Evaluation Platform is now live and available for use. Board self evaluation is essential to overall school district success and we've worked closely with several prominent administrators across the state to make sure this tool is a valuable resource for you and your district. We have a short video about the board self evaluation here.

This addition completes our suite of evaluation platforms aligned across all of your district leadership - superintendent, principal and building administrator, and board self evaluation. If you subscribed to the evaluation platform during the 2025-26 school year, your district has access to this module at no additional charge. If you have not yet subscribed to the evaluation portion of the platform, please visit our website for more information and don't hesitate to reach out.

CONCLUSION

It is all too easy to adopt policies that look good but that do not actually reflect how the school operates or assist the school in accomplishing its goals. Every year, we stress that it is very important to us to provide you with a working, useful set of policies and ongoing ***policy service***. For our Complete Service subscribers, there is no additional charge for revisions to our policies or consultation about them. Please don't hesitate to contact any of us with questions about the updates or other policies. Our group e-mail address is ksb@ksbschoollaw.com.

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

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

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

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. 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 meeting minutes shall be published on the school district's website within ten working days of the last meeting or prior to the next convened meeting, whichever occurs earlier. The minutes shall be available on the website for at least six months.

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

Adopted on: June 14, 2010
Revised on: August 15, 2017, November 9, 2020, August 9, 2022, July 8,2024, August 11, 2025,
Reviewed on: _____

3003
Bidding for Construction, Remodeling, Repair, or Site Improvement

I. Applicability of this policy.

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

This policy applies to all other purchases and contracts made by the

school district for construction, remodeling, repair and other site improvements.

II. Projects with an Estimated Cost of Less than $136,000

A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than $136,000.
B. Prior to solicitation of the quotes and/or estimates, the superintendent will determine whether the district will accept oral submissions.
C. Quotes and/or estimates may be solicited by the superintendent or his/her designee without board action.
D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.
E. The district may use a Nebraska state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.
F. Nothing in this subsection prohibits or requires the use of the formal bidding procedures. If the district is going to solicit formal bids for projects of less than $136,000 they must follow the formal procedures outlined in this policy.

III. Formal Bidding for Major Purchases and Construction

A. Pursuant to section 73-106 of the Nebraska statutes, the board will advertise for bids when the contemplated expenditure of the project exceeds $136,000 for the construction, remodeling or repair of a school-owned building or for site improvement.

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

C. Advertising for Bids

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

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

D. Bid Documents

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

2. The invitation for bids will be sufficiently certain and specific, will include any specifications and pertinent attachments, and will define the items or services in order to allow the bidder to properly respond.

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

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

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

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

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

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

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

Adopted on: _September 14, 2015
Revised on: _August 15, 2017, August 9, 2021, August 11, 2025_
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 $15,000 (Micro-Purchases)

Micro-purchase means an individual procurement transaction for supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed $15,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

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

2. Purchases between $15,000 and $350,000 (Simplified Acquisition Procedures)

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

3. Purchases Over $350,000

a) Sealed Bids (Formal Advertising)

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

b) Contract/Price Analysis

The District performs a cost or price analysis in connection with every procurement action in excess of $350,000, including contract modifications. The district will make an independent estimate of costs prior to receiving bids or proposals.

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

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

1) The procurement transaction can only be fulfilled by a single source;

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

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

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

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

c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds $350,000.

5. **Competitive Proposals.**

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

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

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

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

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

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

C. Use of Purchase (Debit & Credit) Cards

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

D. Federal Procurement System Standards

The district's procurement transactions will be conducted in a manner providing full and open

competition consistent with 2 C.F.R §200.319.

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

E. Debarment and Suspension

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

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

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

F. Settlements of Issues Arising Out of Procurements

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

III. Conflict of Interest and Code of Conduct

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

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

1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are

prohibited from engaging in such actions if a real or apparent conflict of interest is present.

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

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

C. Favors and Gifts

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

D. Enforcement

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

IV. Property Management Systems

A. Property Classifications

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or $10,000.

2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or $10,000, regardless of the length of its useful life. 2 C.F.R. §200.94.

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

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

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

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

B. Inventory Procedure

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

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

C. Inventory Records

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

1. Serial number;
2. District identification number;
3. Manufacturer;
4. Model;
5. Date tagged and individual who tagged it;
6. Source of funding for the property;
7. Who holds title;

8. Acquisition date and cost of the property;
9. Percentage of federal participation in the project costs for the federal award under which the property was acquired;
10. Location, use and condition of the property; and
11. Any ultimate disposition data including the date of disposal and sale price of the property.

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

D. Physical Inventory

1. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

2. The Superintendent or his/her designee will ensure that the physical inventory is performed. The physical inventory will generally occur during the months of June or July, but may be conducted during other time periods with the approval of the superintendent.

E. Maintenance

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

F. Lost or Stolen Items

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

G. Use of Equipment

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

H. Disposal of Equipment

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

If the item has a current fair market value of $10,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency or pass-through entity. The Superintendent or his/her designee will utilize sales procedures which ensure the highest possible return on the disposal of the equipment.

I. Equipment Retention

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

J. Equipment and Capital Expenditures

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

K. Depreciation

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

L. Reporting and Recording Federal Property Interest

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

V. Financial Management

A. Identification

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

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

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

E. Budget Control

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

F. Payment Methods

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

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

G. Allowability of Costs

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

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

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

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

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

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

I. Cost Sharing or Matching

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

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

funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;

(6) Are provided for in the approved budget when required by the Federal awarding agency; and

(7) Conform to other provisions of this part, as applicable.

J. Documentation of Personnel Expenses

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

VI. Written Compensation Policies

A. Time and Effort Standards

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

(1) Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;

(2) Be incorporated into official records;

(3) Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;

(4) Encompass both federally assisted and all other activities compensated by the District on an integrated basis;

(5) Comply with the established accounting policies and practices of the District and

(6) Support the distribution of the employee's salary or wages among specific activities or costs objectives.

B. Time and Effort Procedures

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

C. Fringe Benefits

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

D. Leave

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

E. Unexpected or Extraordinary Circumstances

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

F. Documentation for Personnel Expenses

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

VII. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

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

C. Record Keeping

1. Record Retention

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

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

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

2. Maintenance of Procurement Records

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

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

D. Privacy

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

E. Travel Costs

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

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

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

Adopted on: August 15, 2017
Revised on: August 13, 2018, August 12, 2019, November 9, 2020, August 9, 2021, August 8, 2022, August 14, 2023, August 12, 2024

Reviewed on: _____

3048
Communicable Disease

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

Definitions. Terms used in this policy have the meanings given in 173 NAC 3-002. A "reportable communicable disease" means a disease that must be reported under 173 NAC, Chapter 1.

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

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

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

Exclusion From School. The district will exclude a student with a confirmed communicable disease for at least the minimum isolation period in Attachment 1 to 173 NAC, Chapter 3. The student must be free of acute signs and symptoms. The student must be fever-free for 24 hours without fever-reducing medication before returning to school.

School Attendance and Participation in School Sponsored Activities. The district will provide educational services to a student diagnosed with a communicable disease as required by law. The district will restrict the student as needed to prevent the spread of disease, to protect the student's health and privacy, and to protect others. Participation in Nebraska School Activities Association (NSAA) events is subject to NSAA rules and the provisions of the district activity handbook.

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

Outbreaks. In an outbreak or epidemic of a communicable disease, the superintendent may exclude students, reassign students, or close one or more schools. The superintendent will coordinate with the local health department and the Nebraska Department of Health and Human Services as needed.

Confidentiality. The district will keep information about a person's communicable disease confidential. The district will share information only with staff on a need-to-know basis. When the district must inform a person about another person's condition, the district will inform that person of the duty to keep the information confidential. The district will communicate about a student's communicable disease consistent with the student's IEP or Section 504 Plan, if any.

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

Adopted on: June 14, 2010
Revised on: August 13, 2018
Reviewed on: _____

3057
Title IX Policy

As required by Title IX of the Education Amendments of 1972, it is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities, or in regards to admission or employment. Any person may report sex discrimination, including sexual harassment. This report may be made by any means to the district's Title IX Coordinator, who can be contacted at Dr. Matt Dominy at 2401 Karol Kay Blvd. Seward NE 68434, 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/ Any other inquiries regarding the application of this policy should be referred to the Title IX Coordinator.

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

- **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

- **Formal complaint** means a document or electronic submission filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment and requesting that the district investigate the allegation of sexual harassment. At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity.

- **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

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

- **Sexual harassment** means conduct on the basis of sex where (1) An employee of the district conditions the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct; (2) An individual experiences unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies the person equal access to the district's education program or activity; (3) An individual experiences a sexual assault, dating violence, domestic violence, or stalking as further defined below. Any report of conduct not meeting these definitions will not require the grievance procedure described in this policy.

- **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

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

        - **Rape**—(Except Statutory Rape) Penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, or by a sex-related object. This definition includes instances in which the victim is incapable of giving consent because of temporary or permanent mental or physical incapacity (including due to the influence of drugs or alcohol) or because of age. Physical resistance is not required on the part of the victim to demonstrate lack of consent.

        - **Criminal Sexual Contact**—The intentional touching of the clothed or unclothed body parts without consent of the victim for the purpose of sexual degradation, sexual gratification, or sexual humiliation. The forced touching by the victim of the actor's clothed or unclothed body parts, without consent of the victim for the purpose of sexual degradation, sexual gratification, or sexual humiliation. This offense includes instances where the victim is incapable of giving consent because of age or incapacity due to temporary or permanent mental or physical impairment or intoxication for the purpose of sexual degradation, sexual gratification, or sexual humiliation.

    - **Unlawful Sexual intercourse**

        - **Incest**—Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law

        - **Statutory Rape**—Nonforcible sexual intercourse with a person who is under the statutory age of consent

- **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—

    - who is or has been in a social relationship of a romantic or intimate nature with the victim; and

    - where the existence of such a relationship shall be determined based on a consideration of the following factors:

        - The length of the relationship.

        - The type of relationship.

        - The frequency of interaction between the persons involved in the relationship.

- **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

- **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

    - fear for his or her safety or the safety of others; or

- suffer substantial emotional distress.

- **Supportive measures** are non-disciplinary, non-punitive individualized services offered without fee that do not unreasonably burden the parties. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

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

Response to Sexual Harassment

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

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

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

Grievance Process for Formal Complaints of Sexual Harassment

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

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

Grievance Procedure

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

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

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

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

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

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

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

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

Investigation of Formal Complaint. When investigating a formal complaint and throughout the grievance process, the district will designate and authorize one or more persons (which need not

be district employees) as investigator(s) to conduct the district's investigation of a formal complaint. The district may consolidate formal complaints where the allegations of sexual harassment arise out of the same facts or circumstances.

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

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

The district will provide written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate.

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

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

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

- Identification of the allegations potentially constituting sexual harassment;
- A description of the procedural steps taken from the receipt of the formal complaint

through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;

- Findings of fact supporting the determination;

- Conclusions regarding the application of the district's code of conduct to the facts;

- A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

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

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

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

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

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

- Procedural irregularity that affected the outcome of the matter;

- New evidence that was not reasonably available at the time the determination or dismissal was made that could affect the outcome of the matter; and

- The Title IX Coordinator, investigator(s), or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The district will notify other parties in writing when an appeal is filed; implement appeal procedures equally for all parties; and ensure that the decision-maker for the appeal is not the same

person as the decision-maker, the investigator(s), or the Title IX Coordinator.

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

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

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

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

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

The district will also create records documenting any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with

supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken. The district will maintain these records for a period of seven years.

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

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

Notification of Policy. The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

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

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

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

Adopted on: August 10, 2020
Revised on: August 8, 2022, August 12, 2024
Reviewed on: _____

3061
ACH Originator

New Policy

The District sends electronic payments through the ACH (Automated Clearing House) Network such as payroll direct deposits and/or vendor payments. Because of these payments, the District is classified as an ACH Originator. As an ACH Originator, the District complies with the National Automated Clearing House Association (NACHA) Operating Rules which govern the ACH Network. The District's bank requires compliance with the Rules as a condition of the District's ability to send ACH Payments.

Responsibilities. The District follows all terms of its Originating Depository Financial Institution/Originator Agreement with its bank. The District obtains a written authorization before sending any ACH payment. The District meets all processing deadlines set by the bank and NACHA. The District gives authorization records to the bank upon request within NACHA's required timeframes. The District keeps all sensitive banking information secure. When the District receives a Notification of Change, it updates the payment record before the next ACH transaction. When the District receives a return due to an error or unauthorized activity, it stops all related subsequent payments until instructions are received from the Bank. The District keeps its computer systems and network secure in line with its bank agreement. The District uses procedures to spot unauthorized payments. All employees with ACH duties will complete training, if required by the Bank or NACHA, and respond to audit requests. The District will implement internal controls and procedures to mitigate errors and risk of unauthorized ACH entries.

Fraud Monitoring. The District reviews ACH transactions for unusual patterns or amounts before submitting each file. If the District suspects an error or unauthorized ACH transaction, the District will: determine whether the problem is fraud, a scam, or an internal error; notify the bank right away;

contact law enforcement if needed; and stop all related future ACH transactions.

Employee Training. All employees with ACH duties will complete any ACH origination training required by the District's designated bank(s).

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

4017
Relations with Employee Collective Bargaining Associations

The board of education recognizes the right of staff members to belong to professional employee organizations. The board will negotiate with organizations that have been certified or recognized in accordance with public employee bargaining statutes. The board or administration will coordinate with certified or recognized organizations for purposes of collective bargaining.

The district will allow professional employee organizations to make reasonable use of district facilities for meetings outside the district's and the employees' work hours. With administrative approval, organizations may use district resources, post notices of meetings, and provide other information on bulletin boards designated for this purpose, and use district email and mailboxes for delivery of information specific to the organization. Organizations must pay for all supplies used, damage caused, or the loss or theft of borrowed property.

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

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

Adopted on: June 14, 2010
Revised on: _____
Reviewed on: _____

4019
Workplace Injury Prevention and Safety Committee

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

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

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

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

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

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

1. Initial safety orientation on rules, policies, and job specific procedures for new employees or employees who are assuming

new and different duties within the school district, if appropriate.

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

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

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

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

Adopted on: June 14, 2010
Revised on: August 15, 2017
Reviewed on: _____

4056
Resignation of Certificated Staff

Certificated staff members who know they will not be returning to employment at the school district for the following school year are encouraged to submit their resignations as early as possible, to enable the board to find suitable replacements. The school district will pay $1000 for certificated staff members if they notify the Board of Education by the December board meeting,

they will not be returning the following school year, $800 if they notify the board of education by the January Board of Education Meeting and $300 if they notify the board of education by the February Board Meeting.

Unless otherwise required by law or contract, the following resignation requirements apply. Staff members who submit their resignations to the board of education by the earlier of March 15 will be released from the next school year's contract. Staff members who refuse to fulfill their contractual obligations will be reported to the Commissioner of the Nebraska Department of Education.

Adopted on: August 8, 2022
Revised on: November 14, 2022, November 13, 2023
Reviewed on: _____

4065
Staff Use of AI Tools

New Policy

As used in this policy, artificial intelligence tools ("AI Tools") means machine-based resources that use computer science, algorithms, large language models, and/or machine learning to perform tasks, answer questions, collect information, and respond to human-directed tasks, queries, and objectives. AI Tools include, but are not necessarily limited to, commercially-available resources like ChatGPT, Gemini, Claude, and similar technologies. The board wants to encourage staff to use AI tools to support student learning in safe and lawful ways.

This policy works together with the district's policies on Student Use of AI Tools, Staff Internet and Computer Use, and Staff and District Social Media Use.

Tool Approval. Staff may not use an AI Tool with students or with student information unless a member of the district's administration has approved it. To use a new tool, staff must request approval from his/her supervising administrator first. Before approving a tool, the district will review the vendor's privacy and security practices, the kind of student information the tool would use, and whether a written data-sharing agreement with the vendor is required. The district will keep a list of approved AI Tools and the allowed uses for each.

I. Staff Expectations for Use of AI Tools in Education

A. Acceptable Use of AI Tools. Staff members must use their own professional oversight for any task they use AI Tools to complete and must carefully review the outputs of all AI Tools. Staff may use approved AI Tools to help with things like:

1. Drafting lesson plans, learning goals, and activities;
2. Assisting in initial review and feedback of student work;
3. Making reading passages or practice problems at different levels;
4. Drafting general messages like newsletters or announcements;
5. Finding resources or summarizing public information;
6. Drafting routine communications.

1.

B. Protecting Student Information. Staff may upload student information into an AI Tool only when (a) the tool is district-approved, and (b) the vendor is bound by a written data-sharing agreement with terms that meet FERPA, COPPA, PPRA, and applicable state student data privacy laws. For this purpose, student information includes student names, ID numbers, education records, IEPs, Section 504 plans, evaluations, health records, and discipline records. This rule applies whether the staff member uses a district account, a personal account, a free version, or a paid version.

C. Recording and Transcription Tools. Staff may use AI recording or transcription tools only if:

1. The transcription tool has been approved by an administrator for use in the school context; and
2. All participants to the meeting are informed that the staff member is recording or transcribing the meeting.

The resulting recording or transcript may be subject to the district's retention and confidentiality policies.

D. Unacceptable Use of AI Tools in Education. Staff may never use AI tools to:

1. Upload FERPA-protected information about students without the express, written authorization from administrators who have assured themselves that such disclosure is lawful;

2. Relying solely on an AI Tool to grade student work that counts toward a grade or transcript or otherwise evaluate student academic progress;
3. Make or share deepfakes or fake images, audio, or video of any real person.
4. Make or share sexual or intimate images of any real person—even if the image is AI-generated;
5. Use AI to harass, bully, threaten, or impersonate any student, staff member, parent, board member, or community member;
6. Use AI to watch, track, or scan faces of students or staff outside of systems the board has approved;
7. Upload materials to AI if the copyright or license does not allow it;
8. Share district AI accounts or passwords with students or others;
9. Use district AI accounts for personal or business reasons; or
10. Use AI to bypass district network security, content filters, or device controls.

If any staff member is uncertain about the application of this policy to any AI Tool use, the staff member will check with a supervising administrator before use.

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

5001
Compulsory Attendance and Excessive Absenteeism

Required Attendance

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

Mandatory Attendance Age

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

Exceptions

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

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

Discontinuing Enrollment – 5 Year Old Students

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

Discontinuing Enrollment – 16 and 17 Year Old Students

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

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

Prohibition on Discontinuing Enrollment – Abuse or Neglect Investigation

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

Attendance Officer

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

Excused Absences – Physical or Mental Illness

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

documentation shall be reviewed each semester.

Excused Absences – Others

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

1. Severe weather
2. Medical appointments for the student
3. Death or serious illness of the student's family member
4. Attending a funeral, wedding or graduation
5. Appearance at court or for other legal matters
6. Observance of religious holidays of the student's own faith
7. College planning visits
8. Personal or family vacations

Excessive Absenteeism

When a student receives 5 unexcused absences or the hourly equivalent in any semester, the Attendance Officer may send written notification of the student's total absences to the student's parent or guardian. When a student receives 10 unexcused absences or the hourly equivalent in any school year, the Attendance Officer will send written notification of the student's total absences to the student's parent or guardian and offer to meet with the student's parents or guardians to discuss any barriers to the student's attendance. When a student receives 15 unexcused absences or the hourly equivalent in any school year, the Attendance Officer will send written notification of the student's total absences to the student's parent or guardian and shall schedule a meeting with relevant stakeholders to discuss and address any barriers to the student's attendance, unless the Attendance Officer determines that such a meeting would not be productive in facilitating the student's regular attendance.

When a student has accrued 20 days of unexcused absences, or the hourly equivalent, the district may report the matter to the county attorney in the county where the student resides.

Adopted on: June 14,2010
Revised on: November 14, 2011, August 12, 2012, October 12, 2013, August 11, 2014, August 15, 2017, August 12, 2024, August 11, 2025
Reviewed on: August 14, 2023

5003
Admission of Part-Time Students

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

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

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

The parent or guardian must meet all of the district's admission requirements and file an application for enrollment on forms provided by the school district

by August 1 prior to the year of enrollment. For second semester high school courses, the application must be filed by December 1. For students who move into the district mid-semester, the application must be filed within 20 days of moving into the district. The administration shall review the application, determine whether to approve or deny it, notify the parent or guardian, and schedule enrollment at an educationally appropriate time in the building or attendance center of the administration's choice. Enrollment does not carry over from one school year to the next, and the parent or guardian must apply for enrollment each school year.

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

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

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

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

Extracurricular Sports and Activities. Students who are enrolled in a private, denominational, or parochial school may not participate in

extracurricular sports and activities sponsored by the school district if they participate in extracurricular sports and activities at any other public, private, denominational, or parochial school.
Any such students who desire to participate in extracurricular sports and activities regulated by an athletics or activities association in which this school district is a member must be enrolled in 5 credit hours in this school district to participate. Students seeking to participate in extracurricular sports and activities not regulated by such an entity may only participate if they enroll in at least [5] credit hours on a part-time basis. For extracurricular sports and activities regulated by an athletics or activities association in which this school district is a member: 5 credit hours.

1. For extracurricular sports and activities governed by a national or state organization other than an athletics or activities association, such as FFA: the minimum number of credit hours offered by the school district as required by that national or state organization.
2. For extracurricular sports and activities not regulated or governed by any such entity: 5 credit hours.

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

1. For extracurricular sports and activities regulated by an athletics or activities association in which this school district is a member: 5 credit hours.
2. For extracurricular sports and activities governed by a national or state organization other than an athletics or activities association, such as FFA: the minimum number of credit hours offered by the school district as required by that national or state organization.
3. For extracurricular sports and activities not regulated or governed by any such entity: 5 credit hours

All students permitted to participate in extracurricular sports and activities under this policy must also meet all other eligibility requirements set by the

board, administration, and coach/sponsor prior to participating and for continued participation in the sport or activity. This includes but is not limited to rules for completing courses; up/down lists for deficient grades and/or incompletes; and all eligibility and other requirements of the Nebraska School Activities Association and any other governing bodies for the activity or sport.

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

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

Adopted on: June 14, 2010
Revised on: August 13, 2012, August 15, 2017, August 14, 2023, August 11, 2025
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 to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

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

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

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

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

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

Pre-Kindergarten through Second Grade Students

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

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

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

Makeup Work for Suspended Students

Any student who is suspended must be given an opportunity to complete any classwork and homework missed during the period of suspension, including, but not limited to, examinations ("makeup work"). Any makeup work must be completed and turned in within 2 school days after completion of the suspension. This makeup guideline shall be provided to the student and a Parent 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. After the principal has determined that a short-term suspension is necessary, but prior to commencement of the short-term suspension, the student and the Parent will be given oral and written notice of the charges against the student. They will be advised of what the student is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to present evidence of the student's version of the facts.

3. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal will send a written statement to the student, and the student's Parent, describing:
    a. The student's conduct, misconduct or violation of the rule or standard;
    b. The reasons for the action taken;
    c. The actions made by the school to try to discontinue or alleviate the behavior of the student prior to considering suspension;
    d. Resources the school is able to provide or recommend to assist the student; and
    e. How the school plans to handle such behavior in the future, including an actionable plan aimed at maximizing strategies to keep the student in school.
4. An opportunity will be given to the student, and the student's Parent, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school and shall document such effort in writing. The Principal shall determine who, in addition to the Parent, is to attend the conference. If no conference has been held, a Parent may submit a written request to the suspending principal before the student returns to school.
5. Students who are short-term suspended must be given the opportunity to complete classwork and homework missed during the period of suspension, including but not limited to examinations, as provided herein.

Emergency Exclusion

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

Weapons and/or Firearms

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

intended to be used.

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

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

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

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

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

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

enforcement authorities.

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

Long-Term Suspension

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

Expulsion

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.
2. **Summer Review**. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's Parent. 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/rookies; 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 Parent with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:

    a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
    b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
    c. Resources the school is able to provide or recommend to assist the student;
    d. How the school plans to handle such behavior in the future, including an actionable plan aimed at maximizing strategies to keep the student in school;
    e. A statement that, before long-term suspension, expulsion, or mandatory reassignment can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork or;
    f. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
    g. A statement that the principal, legal counsel for the school, the student, the student's Parent, or the student's representative 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

h. A form on which the student, the student's Parent may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail to the address provided on the form.

3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
4. Nothing in this policy shall preclude the student, the student's Parent, 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 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 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 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, except with the consent of all the parties.

8. The principal or legal counsel for the school, the student, the student's Parent, or representative have the right to receive a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession of the school board or board of education no later than forty-eight hours prior to the hearing.
9. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing examiner. The hearing will be held according to the requirements of section 79-269. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
10. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

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

Reporting Requirement to Law Enforcement

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

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

Adopted on: June 10, 2010

Revised on: August 11, 2014, August 13, 2018, August 12, 2019, August 10, 2020, August 14, 2023, July 8, 2024
Reviewed on: _____

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

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

The superintendent shall obtain the required signature(s) of one or more Prescribing Health Care Practitioners on the Protocol form. The superintendent shall publish this policy and Protocol in each student and employee handbook.

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

Adopted on: June14, 2010
Revised on: _____
Reviewed on: _____

6038
Student Use of AI Tools

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

AI Tools may be useful to student learning. However, students and staff must ensure that student

use of AI Tools should focus on using such tools as a resource and for background material, rather than using the AI Tools to complete the assignment. Therefore, AI Tools may only be used by students in accordance with the following requirements:

1. Students may not use AI tools on any assignment, test, or project unless the staff member has given express permission for the student to do so. Staff Member permission to use an AI tool on one assignment does not carry over to other assignments. Individual staff members will decide for each individual assignment the extent to which students may use AI Tools.

2. If a student uses any AI Tools in connection with a school assignment, the student must:

    a. Give proper attribution to the specific AI Tool(s) used to the same extent that students are expected to give proper attribution to other sources of information such as books, texts, encyclopedias, secondary sources, and other traditional media. Such attribution may include, but is not necessarily limited to, accurate quotations, citations, footnotes, endnotes, and/or bibliography entries.
    b. Never copy and paste the output from the AI Tool into the student's work as if the student wrote such section himself or herself.

3. Students may never use AI Tools to:

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

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

5. A student's failure to meet the requirements stated in this policy will constitute a violation of the district's prohibitions against cheating plagiarism and/or academic dishonesty, including but not necessarily limited to such prohibitions stated in the Student Handbook, which violation will subject the student to discipline up to and including expulsion.

6. The student requirements stated above are the minimum requirements for any student assignment. An individual teacher may impose more stringent requirements for any specific academic assignment or coursework.

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

New Policy

Definitions. As used in this policy,

- "Parent" means the parent, guardian, or educational decisionmaker of any student currently attending the school district; and
- "Educational decisionmaker" means a person designated or ordered by a court to make educational decisions on behalf of a child.

Catalog of Library Books. The superintendent or designee shall create and maintain a catalog of all books in the school district's library, categorized by school building, that shall be accessible by a Parent.

Opportunity for Notification. A Parent shall have the opportunity to be notified when the Parent's student checks out a book from the school library, which notification shall include the title of the book, the author(s) of the book, and the date the book is due to be returned to the school library. The administration may elect to allow a Parent to exercise the opportunity to receive such notifications by means of a website, application notification, or by opting into email notifications.

Nothing in this policy shall be construed to create any rights of access or rights to notification in favor of any person that does not meet the definition of Parent stated above.

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

5024
Medication of Students

Whenever possible, parents should arrange medication schedules to eliminate the need for giving medication during school hours. When it is necessary for school personnel to administer medication to students, the school district will comply with the Nebraska Medication Aide Act, the requirements of Title 92, Nebraska Administrative Code, Chapter 59, (promulgated by the Nebraska Department of Education and entitled *Methods of Competency Assessment of School Staff Who Administer Medication*), and all state and federal regulations. Parents and guardians who wish to have their child receive medication from school personnel must comply with the following

Prescription medication

a. Parents/guardians must provide a physician's written authorization for the administration of the medication.

b. Parents/guardians must provide their own written permission for the administration of the medication.

c. The medication must be brought to school in the prescription container and must be properly labeled with the student's name, the physician's name, and directions for administering the medication.

d. Parents/guardians will need to pick up any unused prescriptions at the end of each school year.

2. **Non-prescription medication**

a. Parents/guardians must provide written permission for the administration of the medication

b. The medication must be brought to the school in the manufacturer's container.

c. The container must be labeled with the child's name and with directions for provision or administration of the medication

The district reserves the right to review and decline requests to administer or provide medications that are not consistent with standard pharmacological references, are prescribed in doses that exceed those recommended in standard pharmacological references, or that could be taken in a manner that would eliminate the need for giving them during school hours. The district may request parental authorization to consult with the student's physician regarding any medication prescribed by such physician.

Adopted on: June 14, 2010
Revised on: _____
Reviewed on: _____

5018
Parent Involvement in Education Practices

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

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

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

1. Parents will be provided access to textbooks, tests, activities information; digital materials; websites or applications used for learning; training materials for teachers, administrators, and staff; procedures for the review and approval of training materials, learning materials, and activities; and other curriculum materials ("curricular materials") as follows:

    a. A parental request to review specific curricular materials (written, visual, or audio) should be made to the principal of the building where the curricular materials are used.
    b. The building principal will assess the request and determine the allowable volume and time frame of the review to prevent disruption to the efficient operations of the district.
    c. The purpose of this provision is to allow reasonable access to the extent practicable. Individuals who make requests (a) for the purpose of adding staff burden; (b) at an unreasonable frequency or volume; or (c) for purposes inconsistent with the efficient operations of the district may be denied access to materials.
    d. A parental request to review specific standardized and criterion-referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.

2. Parents will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.

    a. Parents are invited to make appointments with the building principal to visit classes, assemblies, and other instructional activities. The principal shall give permission after determining that parental observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, in the sole discretion of the building principal.

    b. Parents may contact the building principal to request permission to attend counseling sessions in which their child is involved.

3. Parents may request that their children be excused from testing (except as provided below), classroom instruction, learning materials, activities, guest speaker events, and other school experiences ("school events") that parents find objectionable.

    a. Parents must submit this request in writing to the building principal for consideration.

    b. Building principals may excuse a student from any school events at the parent's written request if, in the principal's professional judgment, excusal from the activity would not result in diminution of the student's educational experience.

    c. When the building principal determines it appropriate, alternative experiences may be provided for the student by the school.

4. Parents will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.

5. Parents will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.

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

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

   b. State Assessments

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

   c. National Assessment of Educational Progress

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

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

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

   a. The principal must approve all surveys intended to gather information from students before they are administered to students.

b. Students' participation in surveys is voluntary. Parents may restrict their child from participating in any survey.

c. If the school administers (1) a survey requesting that students provide sexual information, mental health information, medical information, information on health-risk behaviors, religious information, information of political affiliation, or any other information that the school board deems to be sensitive in nature or (2) a non-anonymous survey requesting students provide information relating to drug, vape, alcohol, or tobacco use, the school district shall, at least fifteen days prior to the administration of the survey, notify parents, guardians, and educational decisionmakers of students that are to receive such survey. The notice will be made through the school's electronic notification system or by physical mail to the address on file for the student. The notice will describe the nature and types of questions included in the survey, the purposes and age-appropriateness of the survey, how information collected by the survey will be used, who will have access to such information, the steps that will be taken to protect student privacy, and whether and how any findings or results of such survey will be disclosed.

d. Parents have the right to: (1) request that a copy of the survey be sent through the school's electronic notification system or physical mail to the address on file for the student, (2) review the survey in person at the school, and (3) exempt their child from participating in the survey.

e. Unless required by federal or state law or regulation, school personnel administering any survey shall not disclose personally identifiable information of a child.

f. No survey requesting sexual information of a student shall be administered to any student in kindergarten through grade six.

g. The district will also comply with any survey requirements found in the district's policy on Protection of Pupil Rights.

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

Adopted on: June 14, 2010
Revised on: August 15, 2017, November 9, 2020, August 11, 2025
Reviewed on: August 14, 2023, August 12, 2024

5054
Student Bullying

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

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

Reporting Bullying. Students who experience or observe bullying behavior must immediately report what happened to a teacher or administrator. Students may always confer with their parents or guardians about bullying they experience or witness, but the students must also ultimately report the situation to a teacher or administrator.

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

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

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

Without limiting the foregoing, a student who engages in bullying behavior that materially and substantially interferes with or disrupts the educational environment, the district's day-to-day operations, or the education process, regardless of where the student is at the time

of engaging in the bullying behavior, may be subject to discipline to the extent permitted by law.

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

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

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

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

Adopted on: June 14, 2010
Revised on: August 13, 2018, August 10, 2020
Reviewed on: August 14, 2023, August 12, 2024, August 11, 2025

SCHOOL DISTRICT OF SEWARD



STAFF HANDBOOK

2026-2027

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.

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402-643-2941
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200 East Pinewood
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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 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; 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

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MR. PAUL DUER, VICE PRESIDENT
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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 athletic director’s office. All faculty in any building and activity sponsors must schedule events on this calendar through Bound. 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

All staff 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.

Staff' 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 specialists 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 <u>not</u> 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 $ .50 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. Staff should not take phone calls or be distracted with their cell phone unless they notify their principal of why they may need to take a call during class. 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 15th of the month, with the first check of the contract year issued on the 15th of September. If the 15th 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 25-26 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.

All Staff will submit leave requests using the online SmartFind Express 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 employees file should be in writing and given to an employees 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 1st 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 schedule 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.

B29: **EMERGENCY RESPONSE TO LIFE-THREATENING ASTHMA OR SYSTEMIC ALLERGIC REACTIONS (ANAPHYLAXIS)**

DEFINITION: Life-threatening asthma consists of an acute episode of worsening airflow obstruction. Immediate action and monitoring are necessary.

A systemic allergic reaction (anaphylaxis) is a severe response resulting in cardiovascular collapse (shock) after the injection of an antigen (e.g. bee or other insect sting), ingestion of a food or medication, or exposure to other allergens, such as animal fur, chemical irritants, pollens or molds, among others. The blood pressure falls, the pulse becomes weak, **AND DEATH CAN OCCUR.** Immediate allergic reactions may require emergency treatment and medications.

LIFE-THREATENING ASTHMA SYMPTOMS: Any of these symptoms may occur:

- Chest tightness
- Wheezing
- Severe shortness of breath
- Retractions (chest or neck "sucked in")
- Cyanosis (lips and nail beds exhibit a grayish or bluish color)
- Change in mental status, such as agitation, anxiety, or lethargy
- A hunched-over position
- Breathlessness causing speech in one-to-two word phrases or complete inability to speak

ANAPHYLACTIC SYMPTOMS OF BODY SYSTEM: Any of the symptoms may occur within seconds. The more immediate the reaction, the more severe the reaction may become. Any of the symptoms present require several hours of monitoring.

- **Skin:** warmth, itching, and/or tingling of underarms/groin, flushing, hives
- **Abdominal:** pain, nausea and vomiting, diarrhea
- **Oral/Respiratory:** sneezing, swelling of face (lips, mouth, tongue, throat), lump or tightness in the throat, hoarseness, difficulty inhaling, shortness of breath, decrease in peak flow meter reading, wheezing reaction
- **Cardiovascular:** headache, low blood pressure (shock), lightheadedness, fainting, loss of consciousness, rapid heart rate, ventricular fibrillation (no pulse)
- **Mental status:** apprehension, anxiety, restlessness, irritability

EMERGENCY PROTOCOL:

1. CALL 911.
2. Summon school nurse if available. If not, summon designated trained, non-medical staff to implement an emergency protocol.
3. Check airway patency, breathing, respiratory rate, and pulse.
4. Administer medications (epinephrine auto injector and nebulized albuterol) per standing order.
5. Determine cause as quickly as possible.
6. Monitor vital signs (pulse, respiration, etc.).
7. Contact parents immediately and prescribing health care practitioner as soon as possible.
8. Any individual treated for symptoms with epinephrine at a school will be transferred to a medical facility.

STANDING ORDERS FOR RESPONSE TO LIFE-THREATENING ASTHMA OR ANAPHYLAXIS:

- Administer epinephrine auto injector junior for any child less than 60 pounds or adult epinephrine auto injector for any individual over 60 pounds into the muscle towards the front and outer side of the thigh.
- Follow with nebulized albuterol while awaiting EMS.
- If symptoms persist, repeat epinephrine auto injector followed by nebulized albuterol every fifteen minutes while awaiting EMS arrival.
- Administer CPR, if indicated.

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.

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, 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.

C9. Threat Assessment Team
Threat Assessment and Response Team Concept

The board of education is committed to providing a safe environment for members of the school community. Students, staff and patrons are urged to immediately report any statements or behavior that makes the observer fearful or uncomfortable about the safety of the school environment.
1. Definitions
a. A threat is an expression of a willful intent to physically or sexually harm someone or to damage property in a way that indicates that an individual poses a danger to the safety of school staff, students or other members of the school community. The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means. A transient threat is an expression of anger or
frustration that can be quickly or easily resolved. A substantive threat is an expression of serious intent to harm others which includes, but is not limited to, any threat which involves a detailed plan and means.
b. A threat assessment is a fact-based process emphasizing an appraisal of observed (or reasonably-observable) behaviors to identify potentially dangerous or violent situations, to assessment them and to manage/address them. Threat assessment is the process of identifying and responding to serious threats in a systematic, data-informed way. The threat assessment process is distinct from student disciplinary procedures. The mere fact that the district is
conducting a threat assessment does not by itself necessitate suspension, expulsion or emergency exclusion without complying with state law and board policy related governing those actions. The threat assessment process is distinct from specialized instruction which a student with a disability may receive from the school district. The school district will not change a student's educational placement as that term is used in the Individuals with Disabilities in Education Act solely as part of a threat assessment.

2. Obligation to Report Threatening Statements or Behaviors. All staff and students must report substantive threats to a member of the administration immediately and comply with any other mandatory reporting obligations. Staff and students who are unsure whether a threat is substantive or transient should report the situation. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.
THREATS OR ASSAULTS WHICH REQUIRE IMMEDIATE INTERVENTION
SHOULD BE REPORTED TO THE POLICE AT 911.

3. Threat Assessment Team
The threat assessment team (team) shall consist of administration of each building, counselors, and selected teachers and police when needed.

4. Threat Assessment Investigation and Response When a threat is reported, the school administrator shall initiate an initial inquiry/triage and, in consultation with members of the threat assessment team, make a determination of the seriousness of the threat as expeditiously as possible. The school administrator must contact law enforcement if the
administrator believes that an individual poses a clear and immediate threat of serious violence.
If there is no reasonably apparent imminent threat present or once such an imminent threat is contained, the threat assessment team will meet to evaluate and respond to the threatening behavior. The team may, but is not required to, review the following types of information:
● Review of the threatening behavior and/or communication;
● Interviews with the individuals involved including students, staff
members, and family members as necessary and/or appropriate;
● Review of school and other records for any prior history or
interventions with the students involved;
● Any other investigatory methods that the team determines to be reasonable and useful. At the conclusion of the investigation, the team will determine what, if any, response to the threat is appropriate. The team is authorized to disclose the results of its investigation to law enforcement and to the target(s) of any threatened acts. The team may refer the individual of concern to the appropriate school administrator for consequences under the school's student discipline policy or, if appropriate, report the results of its investigation to the student's individualized education plan team. Regardless of threat

assessment activities, disciplinary action and referral to law enforcement will occur consistent with board policy and Nebraska law.

5. Communication with the Public about Reported Threats The team will keep members of the school community appropriately informed about substantive threats and about the team's response to those threats. This communication may include oral announcements, written communication sent home with students, or communication through print or broadcast media. However, the team will not reveal the identity of the individual of concern or of any target(s) of threatened violence unless permitted by law.

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

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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 1st 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 1st 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 an electronic pass for movement out of the classroom. Students must also sign in/out on the Securly Pass when they leave/enter the room. This includes the ACCESS period. DO NOT issue passes for students to leave your class unless it is necessary. Teachers pay particular attention to the number of students you write passes for.

D19. Tardies and Truancy:
Teachers are required to assign a 15-minute detention to all students who have a tardy to class. Hold students accountable. Teachers need to document log entries in PowerSchool. Students have that day or the next day to complete the detention.

If a student is marked unexcused or truant, teachers are required to assign zeros for all assigned work on that day. The student will not be allowed to make up the work.

D20. 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.

D21. 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.

D22. 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.

D23. Substitute Teachers

If you are unable to be at school, complete a leave request in SmartFind Express. If you call or complete a leave form after 6:45 a.m., it is difficult to find a substitute. Please add any additional information needed for your classes that day to your yellow sub folder. 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 get the leave form submitted, please reach out to Mr. Buss.

By 3:00 p.m. on the day missed due to illness, teachers should call the school or complete a leave request 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, 5th graders report to their regular classroom, 6th, 7th and 8th grade students report to their Toptime. Students are to go to the office if 1st 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.

SEWARD ELEMENTARY SCHOOL
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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.

Board of Education Regular Meeting

School District of Seward

410 South Street

Seward, NE 68434

Monday, June 8, 2026 5:30 PM

Attendance Taken at 5:30 PM.

Paul Duer:	Present
Matt Hastings:	Present
Jill Hochstein:	Present
Ryne Seaman:	Absent
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 on the Seward County Independents website and posted at city hall, library and courthouse. The public notice was dated June 3, 2026.

1.3. Roll Call

1.3.1. Action to excuse board members if necessary

Motion to excuse Ryne Seaman from tonight's meeting Passed with a motion by Jill Hochstein and a second by Danielle Shipley.
Paul Duer: Yea, Matt Hastings: Yea, Jill Hochstein: 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 Matt Hastings and a second by Shawn Svoboda.
Paul Duer: Yea, Matt Hastings: Yea, Jill Hochstein: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

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.

There was none.

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.

There was none.

3. Public Hearing on Policy 5018- Parent Involvement in Educational Practices-

There was no public comment.

4. Student Fees Hearing-Review Fees and receipted and expensed during the 2025-2026 school year and request input from the public in regard to potential policy changes.

There was no public comment.

5. Discussion Items

5.1. JEO Update

Bryan from JEO discussed the HVAC project along with input from the meeting we had with staff before school was out.

5.2. Wellenss 4 All 2025-2026 Report

Dr. Fields and Dr. Dominy updated the board on the Wellness 4 All program which we have had for a few years.

6. Short Recess

Motion to take a 10 minute recess. Passed with a motion by Jill Hochstein and a second by Shawn Svoboda.
Paul Duer: Yea, Matt Hastings: Yea, Jill Hochstein: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

7. Reports

7.1. Administrator Reports

Written reports were received from the administrators.

7.2. Superintendent's Report

Dr. Fields discussed Campbell's Cleaning rate increase of 17% at the Elementary for the 26-27 school year, retention for bus drivers and our route driver openings have been filled. The district will need to do a bus bids this next school year. Dr. Fields will have a Policy Update in July, along with staff handbooks. Dr. Fields discussed the Mammoth Contract, Admin Data Day and the ReVision Grant.
Board Quicks link - June 2026 e-update

7.3. FAFSA REPORT

Dr. Dominy gave the board the FAFSA report.

8. Action Items

8.1. Seward Education Association

Motion to approve the Seward Education Association as the bargaining agent for the 2027-2028 school year. Passed with a motion by Danielle Shipley and a second by Matt Hastings.
Paul Duer: Yea, Matt Hastings: Yea, Jill Hochstein: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

8.2. Student Handbooks for the 2026-2027 School Year

Motion to approve the 2026-2027 student handbooks as presented. Passed with a motion by Jill Hochstein and a second by Shawn Svoboda.
Paul Duer: Yea, Matt Hastings: Yea, Jill Hochstein: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

8.3. Middle Management Package for the 2026-2027

Motion to approve the middle management salary and benefit package at 4% for the 2026-2027 school year. Passed with a motion by Shawn Svoboda and a second by Jill Hochstein.
Paul Duer: Yea, Matt Hastings: Yea, Jill Hochstein: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

8.4. Administrator Package for the 2026-2027 School Year

Motion to approve the administrator's total pay and benefits package at 4% for the 2026-2027 school year. Passed with a motion by Danielle Shipley and a second by Shawn Svoboda.
Paul Duer: Yea, Matt Hastings: Yea, Jill Hochstein: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

8.5. Superintendent's Contract

Motion to accept the superintendent's contract for the 2026-2027 school year. Passed with a motion by Matt Hastings and a second by Jill Hochstein.
Paul Duer: Yea, Matt Hastings: Yea, Jill Hochstein: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

8.6. Substitute Teacher Pay for the 26-27 school year

Motion to have substitute teacher pay set at $175 for the 2026-2027 school year. Passed with a motion by Shawn Svoboda and a second by Danielle Shipley.
Jill Hochstein: Abstain (With Conflict), Paul Duer: Yea, Matt Hastings: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

8.7. Lunch/Breakfast Prices

Motion to set the lunch/breakfast prices for the 2026-2027 school year at breakast at $2.45, Lunch PK-4 $3.55, 5th-12th grade at $3.70 and milk at $0.60. Passed with a motion by Danielle Shipley and a second by Shawn Svoboda.
Paul Duer: Yea, Matt Hastings: Yea, Jill Hochstein: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

8.8. HVAC Bids for the high school and elementary

Motion to accept the bid of $1,136,500 from Kingery Construction for the HVAC projects at Seward High School and Seward Elementary. Passed with a motion by Matt Hastings and a second by Jill Hochstein.
Paul Duer: Yea, Matt Hastings: Yea, Jill Hochstein: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

9. Future Agenda Items

Handbook
Policies
JEO drawing

10. Consent Agenda

10.1. Approval of Minutes

10.2. Approval of Financial Reports

10.2.1. Treasurer

10.2.2. Budget

10.2.3. Activities

10.2.4. Athletic

10.3. Approval of Claims

10.3.1. General Fund - $2,008,268.31

10.3.2. Bond Fund - $29,832.50

10.3.3. Special Building Fund - $95,400.00

10.3.4. Unemployment Fund - $2.15

10.4. Approval of Consent Agenda

Motion to approve the consent agenda as presented Passed with a motion by Shawn Svoboda and a second by Matt Hastings.
Paul Duer: Yea, Matt Hastings: Yea, Jill Hochstein: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

11. Adjournment

Motion to adjourn the meeting at 7:39 PM with the next regular board meeting scheduled for Monday, July 13 at 5:30 PM Passed with a motion by Danielle Shipley and a second by Jill Hochstein.
Paul Duer: Yea, Matt Hastings: Yea, Jill Hochstein: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

Prepared by:

Heidi Covert

Jill Hochstein

Secretary

SCHOOL DISTRICT OF SEWARD
TREASURER'S REPORT
FOR THE MONTH
ENDED JUNE 30, 2026

GENERAL FUND (ACCOUNT NUMBER 60042926)

Bank Balance		7,703,805.02
Seward County Treasurer--Local Taxes	369,207.24	
Butler County Treasurer--Local Taxes	33,730.11	
Seward Hot Lunch--Reimbursement	98,243.73	
Sale of Mixer/Slicer/Freezer	2,500.00	
NE Comm Foundation--Bus Tour	150.00	
Garver--Bood Damage	5.00	
SPS--HAL Reimbursement Quiz Bowl	199.67	
MS Window--Reimbursement	200.00	
City of Laurel--Settlement	251.54	
BCBS--Settlement	81,758.41	
Fehlhafer's--Sale of Junk	257.50	
Fehlhafer's--Sale of Junk	258.75	
Milford Public Schools--Services	459.80	
State of Nebraska--Medicaid	1,559.52	
State of Nebraska--Sixpence	41,221.00	
State of Nebraska--SPED SA	349,718.00	
State of Nebraksa--State Aid	244,534.00	
Jones Bank - Interest	2,512.95	
		1,226,767.22
		8,930,572.24
Disbursements for the Month		1,800,391.63
Bank Balance		7,130,180.61
Less Outstanding Checks		193,606.34
Available Balance		6,936,574.27

GENERAL FUND MONEY MARKET (ACCOUNT NUMBER 60037340)

Beginning Balance	1,049,617.34
Transfer to General Fund for Cash Flow Purposes	0.00
Transfer from General Fund	0.00
Interest	2,134.89
Bank Balance	1,051,752.23

GENERAL RESERVE FUND (ACCOUNT NUMBER 461-170)

Beginning Balance		1,172,882.78
Transfer to General Fund for Cash Flow Purposes		0.00
Interest		2,311.06
Bank Balance		1,175,193.84
CD #45932 CNB--Interest Rate: 3.62%-Maturity Date 7/28/2026	1,500,000.00	
CD #70004607-JB-Interest Rate: 3.60%--Maturity Date 9/22/2026	700,771.44	
	2,200,771.44	
TOTAL IN GENERAL RESERVE FUND	**3,375,965.28**	

SCHOOL DISTRICT OF SEWARD
TREASURER'S REPORT
FOR THE MONTH
ENDED JUNE 30, 2026

DEPRECIATION FUND (ACCOUNT NUMBER 154--006)

Beginning Account Balance	178,090.73
Deposit: Cattle Bank	0.00
Disbursements:	0.00
Interest	316.95
Bank Balance	178,407.68
CD#49403--CB--3.57% DATE DUE 8/03/2026	545,150.76
CD#70004608-CB--3.60% DATE DUE 9/22/2026	300,000.00
TOTAL CD'S	845,150.76

TOTAL IN DEPRECIATION FUND ACCOUNTS **1,023,558.44**

SPECIAL BUILDING FUND (ACCOUNT NUMBER 10-074-9)

Beginning Balance	191,722.43
Deposits: Seward County Treasurer--Local Taxes	8,721.19
Butler County Treasurer--Local Taxes	1,053.78
SHS--Scorevision	16,170.00
Disbursements	95,400.00
Interest	56.03
Bank Balance	122,323.43

SPECIAL BUILDING FUND MONEY MARKET(ACCOUNT NUMBER 810304)

Beginning Balance	278,891.38
Interest	483.06
Transfer to Special Building Fund 100749	0.00
Bank Balance	279,374.44

TOTAL IN SPECIAL BUILDING FUND ACCOUNTS **401,697.87**

UNEMPLOYMENT FUND ACCOUNT (ACCT # 473-633)

Beginning Balance	15,516.26
Interest	6.90
Disbursements	4,320.40
Bank Balance	11,202.76

SCHOOL DISTRICT OF SEWARD
TREASURER'S REPORT
FOR THE MONTH
ENDED JUNE 30, 2026

GIFTS AND DONATIONS (ACCT # 162036)

Beginning Balance	28,421.80
Interest	16.90
Deposit:	0.00
Disbursements	0.00
Bank Balance	28,438.70

QUALITY CAPITAL PURPOSE UNDERTAKING FUND (ACCT #640-822)

Beginning Balance	1,148.27
Seward County Treasurer & Butler County Treasurer --Local Taxes	30.58
Interest	0.15
Disbursements	0.00
Bank Balance	1,179.00

BOARD REVOLVING FUND (ACCOUNT NUMBER 159-913)

Beginning Balance	16,223.29
Interest	5.39
Disbursements	520.88
Deposit: SPS	0.00
Bank Balance	15,707.80

HOT LUNCH FUND (ACCOUNT # 10 353 5)

Beginning Balance	240,990.81
Interest	73.27
State of NE Payments	15,853.47
Other Receipts	13,766.92
Disbursements	98,989.37
Bank Balance	171,695.10
Amount Due District	61,137.25
Available Balance	110,557.85

HOT LUNCH FUND MONEY MARKET (ACCOUNT #810312)

Beginning Balance	314,480.77
Interest	544.70
Transfer from Hot Lunch Acct 103535	0.00
Available Balance	315,025.47

TOTAL IN HOT LUNCH FUND ACCOUNTS **425,583.32**

SCHOOL DISTRICT OF SEWARD
TREASURER'S REPORT
FOR THE MONTH
ENDED JUNE 30, 2026

STUDENT FEE FUND (ACCOUNT #668-157)

Beginning Balance	1,291.26
Receipts:	0.00
Interest	0.00
Disbursements	0.00
Bank Balance	1,291.26

BOND FUND (ACCOUNT #60000586)

Beginning Balance	1,380,994.33
Seward County Treasurer - Local Taxes	47,527.68
Butler County Treasurer - Local Taxes	6,192.67
Deposit - Jones	4,514.81
Interest	2,730.15
Disbursements	29,832.50
Bank Balance	1,412,127.14

CD#70003865--JNB RATE OF 3.61% DATE DUE 11/24/2026	232,164.68

TOTAL IN BOND FUND ACCOUNT **1,644,291.82**

Heidi Covert, Treasurer

BUDGET PRINTOUT
RECAPITULATION
JUNE 30, 2026

RECEIPTS PORTION OF THE 2025-2026 BUDGET

	AMOUNT BUDGETED	AMOUNT RECEIVED	AMOUNT REMAINING	% RECEIVED TO DATE
RECEIPTS	23,905,000.00	21,044,820.20	2,860,179.80	88.04%
HOT LUNCH		907,687.94		
TOTAL RECEIPTS		21,952,508.14	1,952,491.86	

EXPENDITURES PORTION OF THE 2025-2026 BUDGET

CATEGORY	BUDGET	SPENT	REMAINING	% EXPENDED
REG INSTRUCTION	11,600,000.00	9,050,234.37	2,549,765.63	78.02%
SPECIAL ED	3,300,000.00	2,468,649.45	831,350.55	74.81%
SS--PUPILS	1,575,000.00	1,018,288.89	556,711.11	64.65%
SS-INSTRUCTION	700,000.00	496,151.30	203,848.70	70.88%
GENERAL ADM	510,000.00	370,911.77	139,088.23	72.73%
PRIN ADMIN	1,425,000.00	1,032,991.19	392,008.81	72.49%
GEN BUSINESS	355,000.00	242,253.48	112,746.52	68.24%
OPER/MAINT	2,380,000.00	1,694,293.62	685,706.38	71.19%
TRANSPORTATION	1,200,000.00	855,508.35	344,491.65	71.29%
FOUNDATION	0.00	6,745.93	-6,745.93	0.00%
TRANSFERS	50,000.00	9,603.89	40,396.11	19.21%
GEN FUND TOTALS	23,095,000.00	17,245,632.24	5,849,367.76	74.67%
FEDERAL FUNDS	810,000.00	525,223.70	284,776.30	64.84%
SIXPENCE		124,834.45		
GRAND TOTAL	23,905,000.00	17,895,690.39	6,009,309.61	74.86%
HOT LUNCH	1,419,479.00	899,486.98		
TOTAL	25,324,479.00	18,795,177.37		

SEWARD HIGH SCHOOL

General Ledger Report

Financial Report

From Date:	6/1/2026
To Date:	06/30/2026

From Acct:	1
To Acct:	999999

Activity Accounts

Acct	Account Name	Beg. Bal.	Recpt / JV	Disb / JV	Transfers	End. Bal.	YTD Payables	Work Bal
100	DUAL CREDIT CLASSES	$8,278.15	$0.00	$0.00	$0.00	$8,278.15	$0.00	$8,278.15
105	ALTERNATIVE SCHOOL	$268.84	$0.00	$0.00	$0.00	$268.84	$0.00	$268.84
110	ACT CLASS	$379.96	$0.00	$0.00	$0.00	$379.96	$0.00	$379.96
115	HONOR SOCIETY	($339.51)	$0.00	$0.00	$0.00	($339.51)	$0.00	$(339.51)
120	ALUMNI ASSOCIATION	$738.03	$0.00	$0.00	$0.00	$738.03	$0.00	$738.03
125	GUIDANCE	$1,859.55	$0.00	$0.00	$0.00	$1,859.55	$0.00	$1,859.55
126	AMBASSADORS	$407.09	$0.00	$0.00	$0.00	$407.09	$0.00	$407.09
127	AP EXAMS	$5,618.50	$0.00	$0.00	$0.00	$5,618.50	$0.00	$5,618.50
130	CAREER ACADEMY	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
135	BOWLING	$1,812.58	$0.00	$0.00	$0.00	$1,812.58	$0.00	$1,812.58
137	UNIFIED BOWLING	$1,676.95	$0.00	$0.00	$0.00	$1,676.95	$0.00	$1,676.95
140	FOOTBALL	$5,859.14	$1,232.52	$(196.25)	$0.00	$6,895.41	$0.00	$6,895.41
142	FOOTBALL-UNIFORMS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
144	GIRLS WRESTLING	$79.24	$0.00	$0.00	$651.00	$730.24	$0.00	$730.24
145	BOYS WRESTLNG	$1,381.06	$0.00	$0.00	($651.00)	$730.06	$0.00	$730.06
147	X-COUNTRY	$2,017.30	$613.69	$0.00	$0.00	$2,630.99	$0.00	$2,630.99
148	UNIFIED TRACK	($63.20)	$0.00	$0.00	$0.00	($63.20)	$0.00	$(63.20)
149	TRACK	$1,852.13	$196.11	$(270.13)	$0.00	$1,778.11	$0.00	$1,778.11
150	GIRLS BB CAMP	$2,151.73	$690.70	$0.00	$0.00	$2,842.43	$0.00	$2,842.43
155	BOYS BB CAMP	$3,149.95	$2,923.28	$(2,177.72)	$0.00	$3,895.51	$0.00	$3,895.51
160	BOYS SOCCER	$2,362.79	$299.02	$(413.00)	$0.00	$2,248.81	$0.00	$2,248.81
165	GIRLS SOCCER	$937.50	$112.02	$(157.00)	$0.00	$892.52	$0.00	$892.52
170	SOFTBALL	$10,461.76	$2,397.76	$(1,444.92)	$0.00	$11,414.60	$0.00	$11,414.60
175	VOLLEYBALL	$16,140.19	$1,756.02	$(2,059.00)	$0.00	$15,837.21	$0.00	$15,837.21
180	VIDEO ACCOUNT	$3,197.28	$90.00	$0.00	$0.00	$3,287.28	$0.00	$3,287.28
185	BASEBALL	$15,813.52	$0.00	$(1,067.50)	$0.00	$14,746.02	$0.00	$14,746.02
190	GIRLS GOLF	$847.11	$0.00	$0.00	$0.00	$847.11	$0.00	$847.11
195	BOYS GOLF	$996.17	$0.00	$0.00	$0.00	$996.17	$0.00	$996.17
198	POWERLIFTING	$230.60	$0.00	$0.00	$0.00	$230.60	$0.00	$230.60
200	SMUTNY SCHOLARSHIP	($100.00)	$0.00	$0.00	$0.00	($100.00)	$0.00	$(100.00)
220	COKE SCHOLARSHIPS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
225	ACADEMIC CONTESTS	$1,571.40	$0.00	$0.00	$0.00	$1,571.40	$0.00	$1,571.40
230	SCIP	$342.50	$0.00	$0.00	$0.00	$342.50	$0.00	$342.50
240	THORELL SCHOLARSHIPS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
250	PEPSI SCHOLARSHIPS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
260	SCHOLARSHIP ACCT.	$140.00	$0.00	$0.00	$0.00	$140.00	$0.00	$140.00
270	BOWMASTER SCHOLARSHIP	($900.00)	$0.00	$0.00	$0.00	($900.00)	$0.00	$(900.00)
275	CONCESSIONS	$3,921.14	$805.50	$(138.54)	$0.00	$4,588.10	$0.00	$4,588.10
300	Teacher Pop Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
310	VENDING SALES	$6,747.57	$1,094.74	$(45.00)	$0.00	$7,797.31	$0.00	$7,797.31
315	DLC ACCOUNT	$25.81	$0.00	$0.00	$0.00	$25.81	$0.00	$25.81
330	DRIVER EDUCATION	$2,375.00	$0.00	$0.00	$0.00	$2,375.00	$0.00	$2,375.00
400	FBLA	$1,083.11	$0.00	$0.00	$0.00	$1,083.11	$0.00	$1,083.11
405	FFA RELIEF FUND	$1,899.85	$0.00	$0.00	$0.00	$1,899.85	$0.00	$1,899.85
410	FFA	$27,997.37	$0.00	$(319.65)	$0.00	$27,677.72	$0.00	$27,677.72
415	FCS LAB FEES	$10,297.87	$0.00	$0.00	$0.00	$10,297.87	$0.00	$10,297.87
418	DISTRICT 2 FCCLA	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
420	FCCLA	$1,921.35	$0.00	$0.00	$0.00	$1,921.35	$0.00	$1,921.35
425	DRILL TEAM/DANCE	$3,042.48	$0.00	$0.00	$0.00	$3,042.48	$0.00	$3,042.48
430	SOCIAL MEDIA TEAM	$5,776.98	$0.00	$0.00	$0.00	$5,776.98	$0.00	$5,776.98
440	LEADERSHIP TEAM	$4,505.80	$0.00	$(221.40)	$450.00	$4,734.40	$0.00	$4,734.40

SEWARD HIGH SCHOOL

General Ledger Report

Financial Report

From Date:	6/1/2026
To Date:	06/30/2026

From Acct:	1
To Acct:	999999

Activity Accounts

Acct	Account Name	Beg. Bal.	Recpt / JV	Disb / JV	Transfers	End. Bal.	YTD Payables	Work Bal
445	E SPORTS	$525.59	$0.00	$0.00	$0.00	$525.59	$0.00	$525.59
450	MATH	$464.46	$0.00	$0.00	($450.00)	$14.46	$0.00	$14.46
460	SCIENCE LAB FEES	$238.57	$0.00	$0.00	$0.00	$238.57	$0.00	$238.57
470	KEY CLUB	$4,363.57	$0.00	$0.00	$0.00	$4,363.57	$0.00	$4,363.57
475	SPANISH ACCOUNT	$66.94	$0.00	$0.00	$0.00	$66.94	$0.00	$66.94
490	ART	$3,164.59	$0.00	$0.00	$0.00	$3,164.59	$0.00	$3,164.59
495	Study Abroad	$2,640.45	$0.00	$0.00	$0.00	$2,640.45	$0.00	$2,640.45
500	YEARBOOK	$6,280.69	$0.00	$0.00	$0.00	$6,280.69	$0.00	$6,280.69
520	BAND TRIP	($235.16)	$0.00	$0.00	$0.00	($235.16)	$0.00	$(235.16)
525	SPANISH/SCIENCE TRIP	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
530	SPEECH	($495.69)	$0.00	$0.00	$0.00	($495.69)	$0.00	$(495.69)
535	DRAMATICS	$4,733.64	$0.00	$0.00	$0.00	$4,733.64	$0.00	$4,733.64
540	LIBRARY	$1,764.44	$0.00	$0.00	$0.00	$1,764.44	$0.00	$1,764.44
542	EDUCATORS RISING	$452.76	$0.00	$0.00	$0.00	$452.76	$0.00	$452.76
545	ALL SCHOOL READS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
550	BAND	$4,011.65	$0.00	$0.00	$0.00	$4,011.65	$0.00	$4,011.65
554	CHEERLEADERS	$10,289.28	$0.00	$(382.06)	$0.00	$9,907.22	$0.00	$9,907.22
555	CHORUS	$31,200.09	$0.00	$(66.59)	$0.00	$31,133.50	$0.00	$31,133.50
557	SKILLS/TECHNICAL SCIENCE	$4,621.00	$0.00	$0.00	$0.00	$4,621.00	$0.00	$4,621.00
560	INDUSTRIAL ARTS/WOODS	$697.19	$0.00	$0.00	$0.00	$697.19	$0.00	$697.19
565	TECH PREP/SKILLS USA	$4,432.67	$600.00	$(755.21)	$0.00	$4,277.46	$0.00	$4,277.46
570	AUTO/WELDING	$1,823.74	$0.00	$0.00	$0.00	$1,823.74	$0.00	$1,823.74
575	POWER DRIVE	$43.01	$0.00	$0.00	$0.00	$43.01	$0.00	$43.01
580	PAY TO PLAY	$192.17	$0.00	$0.00	$0.00	$192.17	$0.00	$192.17
600	PHYSICAL EDUCATION	$34.11	$0.00	$0.00	$0.00	$34.11	$0.00	$34.11
615	REVOLVING ACCT	$250.12	$0.00	$0.00	$0.00	$250.12	$0.00	$250.12
620	NOW ACCOUNT	$13,706.25	$135.95	$0.00	$0.00	$13,842.20	$0.00	$13,842.20
700	SOCIAL STUDIES SCHOL	$50.00	$0.00	$0.00	$0.00	$50.00	$0.00	$50.00
800	ATHLETICS	$81,994.84	$6,312.30	$(35,345.87)	$0.00	$52,961.27	$0.00	$52,961.27
810	SPORT BOARDZ	$8,441.00	$0.00	$(8,441.00)	$0.00	$0.00	$0.00	$0.00
825	WEIGHTROOM	$129.19	$0.00	$0.00	$0.00	$129.19	$0.00	$129.19
850	PRIDE	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
860	AOK	$393.91	$0.00	$0.00	$0.00	$393.91	$0.00	$393.91
865	HOPE SQUAD	$162.42	$0.00	$0.00	$0.00	$162.42	$0.00	$162.42
870	STUDENT HELP FUND	$425.48	$0.00	$0.00	$0.00	$425.48	$0.00	$425.48
900	MEMORIALS	$70.00	$0.00	$0.00	$0.00	$70.00	$0.00	$70.00
950	IPAD FEES	$6,215.08	$0.00	$0.00	$0.00	$6,215.08	$0.00	$6,215.08
955	HORTICULTURE	$505.00	$0.00	$0.00	$0.00	$505.00	$0.00	$505.00
2015	CLASS OF 2015	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2016	CLASS OF 2016	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2017	CLASS OF 2017	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2018	CLASS OF 2018	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2019	CLASS OF 2019	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2020	CLASS OF 2020	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2021	Class of 2021	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2022	CLASS OF 2022	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2023	CLASS OF 2023	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2024	CLASS OF 2024	($444.00)	$0.00	$0.00	$0.00	($444.00)	$0.00	$(444.00)
2025	CLASS OF 2025	$1,061.59	$0.00	$0.00	$0.00	$1,061.59	$0.00	$1,061.59
2026	CLASS OF 2026	($496.94)	$0.00	$(386.79)	$0.00	($883.73)	$0.00	$(883.73)
2027	CLASS OF 2027	$3,876.74	$0.00	$0.00	$0.00	$3,876.74	$0.00	$3,876.74

SEWARD HIGH SCHOOL

General Ledger Report

Financial Report

From Date:	6/1/2026
To Date:	06/30/2026

From Acct:	1
To Acct:	999999

Activity Accounts

Acct	Account Name	Beg. Bal.	Recpt / JV	Disb / JV	Transfers	End. Bal.	YTD Payables	Work Bal
2028	CLASS OF 2028	$3,377.00	$0.00	$0.00	$0.00	$3,377.00	$0.00	$3,377.00
2029	CLASS OF 2029	$2,097.00	$0.00	$0.00	$0.00	$2,097.00	$0.00	$2,097.00
	Activity Accounts Grand Total	**$361,887.08**	**$19,259.61**	**$(53,887.63)**	**$0.00**	**$327,259.06**	**$0.00**	**$327,259.06**

GL Accounts

GL Acct		Begin Bal	Recpt / JV	Disb / JV	Transfers	End Bal	YTD Payables	Work Bal
992	CHECK ACCOUNT	$361,887.08	$19,259.61	$(53,887.63)	$0.00	$327,259.06	$0.00	$327,259.06
	General Ledger Grand Total	**$361,887.08**	**$19,259.61**	**$(53,887.63)**	**$0.00**	**$327,259.06**	**$0.00**	**$327,259.06**

I have reviewed the above ledger report and attached reports for the current month. I find them accurate and complete to the best of my knowledge.

Bookkeeper: Mary Russell Date: 7/8/26

Principal: _____ Date: 7/8/26

SEWARD HIGH SCHOOL

Bank Reconciliation Report

Checking Account

992

Date From 6/1/2026
Date to 06/30/2026

Ending Balance on Statement Dated : 06/30/2026	$353,907.69	
Outstanding Deposits (Bank Deposits) -> +	$0.00	
Less Outstanding Checks:	$26,648.63	
Cash Balance as of : 06/30/2026	$327,259.06	***

Cash Balance for Checking as of 6/1/2026	$361,887.08	
Add: Total Deposits (Bank Deposits):	$19,259.61	
Less: Total Checks and Withdrawals:	($53,887.63)	
Computer Cash Balance as of : 06/30/2026	$327,259.06	***

Summary of Asset Accounts

GL Acct	Account Name	Begin Bal	Recpt/JV	Disb/JV	Transfer	End Bal.
992	CHECK ACCOUNT	$361,887.08	$19,259.61	($53,887.63)	$0.00	$327,259.06 ***
Grand Total		**$361,887.08**	**$19,259.61**	**($53,887.63)**	**$0.00**	**$327,259.06**

I have reviewed the above ledger report and attached reports for the current month. I find them accurate and complete to the best of my knowledge.

Bookkeeper: Mary Russell Date: 7/8/26

Principal: _____ Date: 7/8/26

***** Entries Must Match**

SEWARD HIGH SCHOOL

Reconciliation Activity Account Report

From Date: 6/1/2026
To Date: 06/30/2026

From Acct: 800
To Acct: 800

Date	Payee Source / Note	Invoice	PO	Doc Ref	Recp/JV	Disb/JV	Transfer	Balance	Offset Acct
Activity Acct: 800 - ATHLETICS								**Beginning Balance: $81,994.84**	
Advisor:	Scott Curry								
6/3/26	CARSON CORE REIMB - COACH CLASS FEES		17933	63527	$0.00	$115.00	$0.00	$81,879.84	992
6/3/26	MCKENNA KISELA REIMB - COACH CLASS FEES		17933	63528	$0.00	$115.00	$0.00	$81,764.84	992
6/4/26	RECEIPTS SMS - NEPTUNE MUSIC SERV			9583	$500.00	$0.00	$0.00	$82,264.84	992
6/4/26	RECEIPTS TRACK, SOCCER ENTRIES			9585	$490.00	$0.00	$0.00	$82,754.84	992
6/4/26	SCHOOL DISTRICT OF SE\ SCOREVISION FINAL INSTALLMENT		18510	63529	$0.00	$16,170.00	$0.00	$66,584.84	992
6/4/26	ELAN FINANCIAL SERVIC STATE BASEBALL MEAL		18413	63531	$0.00	$478.96	$0.00	$66,105.88	992
6/4/26	ELAN FINANCIAL SERVIC ST TRACK ROOMS		18513	63531	$0.00	$1,788.00	$0.00	$64,317.88	992
6/4/26	ELAN FINANCIAL SERVIC STRNG & COND CONF ROOMS		18449	63531	$0.00	$729.34	$0.00	$63,588.54	992
6/4/26	ELAN FINANCIAL SERVIC STRNG & COND CONF MEALS		18449	63531	$0.00	$28.88	$0.00	$63,559.66	992
6/4/26	ELAN FINANCIAL SERVIC STRNG & COND CONF PARKING		18449	63531	$0.00	$204.48	$0.00	$63,355.18	992
6/5/26	RECEIPTS BOUND 5/1-5/31 - GATE FEES			9591	$2,123.00	$0.00	$0.00	$65,478.18	992
6/5/26	RECEIPTS BOUND CONC PAYOUT - JR JAYS			9591	$1,929.30	$0.00	$0.00	$67,407.48	992
6/10/26	VALENTINO'S SPORTS PHYSICALS - PIZZA		18515	63534	$0.00	$72.79	$0.00	$67,334.69	992
6/10/26	MERLES FLOWER SHOP SR NIGHT FLOWERS	0000441	18514	63535	$0.00	$25.75	$0.00	$67,308.94	992
6/16/26	JR JAYS BOUND CONCESSIONS PAYOUT		18520	63538	$0.00	$1,929.30	$0.00	$65,379.64	992
6/16/26	NCA ADD'L COACH MEMB DUES		18420	63541	$0.00	$265.00	$0.00	$65,114.64	992
6/16/26	CENTRAL CONFERENCE CENTRAL CONF MEMB DUES		18521	63542	$0.00	$300.00	$0.00	$64,814.64	992
6/16/26	RIDDELL/ALL AMERICAN FB HELMETS, PADS, JERSEYS	60563214	18064	63543	$0.00	$8,352.37	$0.00	$56,462.27	992
6/16/26	BSN SPORTS VB UNIFORMS	934194324	18504	63544	$0.00	$4,685.00	$0.00	$51,777.27	992
6/16/26	BSN SPORTS REPLACEMENT BASEBALL JERSEY	934194325	18505	63545	$0.00	$86.00	$0.00	$51,691.27	992
6/19/26	RECEIPTS DONATION - MID ATLANTIC ARTS			9596	$200.00	$0.00	$0.00	$51,891.27	992
6/19/26	RECEIPTS CONF QUIZ BOWL ENTRY			9597	$330.00	$0.00	$0.00	$52,221.27	992
6/19/26	RECEIPTS MISC SPORTS ENTRIES 25/26			9600	$740.00	$0.00	$0.00	$52,961.27	992
				Totals	**$6,312.30**	**$35,345.87**	**$0.00**	**$52,961.27**	

Accounts Payable	**$0.00**
Working Balance	**$52,961.27**
Currently Encumbered (PO)	**$0.00**

I have reviewed the above ledger report and attached reports for the current month. I find them accurate and complete to the best of my knowledge.

Bookkeeper: Mary Lynnell Date: 7 18 24

Principal: _____ Date: 7 18 24

SCHOOL DISTRICT OF SEWARD
PROPOSED WARRANTS
JULY 13, 2026

Salaries from June	Salaries	643,649.86
Jones Bank	FIT/FICA	7,561.53
Tennessee Child Support	Garnishment	9.99
Jones Bank	FIT/FICA	182,403.95
Nebraska Child Support	Garnishment	583.00
ASPIRE	403b	9,186.25
Jones Bank	FIT/FICA	11,357.22
Tennessee Child Support	Garnishment	9.99
Jones Bank	H.S.A. Payments	1,127.13
NPERS	Retirement	142,221.59
NE Dept. of Revenue	State Tax	26,301.01
Inspira Financial	Section 125	9,010.57
Jones Bank	Supplies	53.61
Allo	Phone	190.00
Alvine and Associates, Inc	Maintenance	1,295.00
Amazon Capital Services	Supplies	15,468.49
Ameritas	Vision Insurance	1,226.48
Anderson, Georgia	St. Vincents Stronger Connections	150.00
Apace	Pupil Services	2,893.17
Apple Inc	Technology	26,156.00
Arbor Scientific	Supplies	1,064.96
Blick	Supplies	705.97
Blue Cross Blue Shield	Insurance	265,327.62
Bohaty, Janet	St. Vincents Stronger Connections	150.00
BrainPOP, LLC	Subscription	330.00
Breakout, Inc	Subscription	259.00
BSN Sports	Supplies	4.68
CAERT, Inc	Subscription	585.00
Campbell Cleaning	Services	15,200.00
Caroling Biological Supply	Supplies	312.52
Cataputl Sports, Inc	Subscription	9,000.02
CDWG	Tech. Supplies	1,859.67
Centennial Public Schools	Sixpence	90.00
City of Seward	Utilities	37,884.09
Collaborative Classroom	PEAK	1,566.00
Computer Hardware	Tech. Repairs	1,120.90
Connecting the Dots	CTE Grant	2,000.00
Crane, Lisa	St. Vincents Stronger Connections	150.00
Crouch's Farm & Hardware	Maintenance	1,625.08
Culligan	Maintenance	40.00
DAS	Distance Learning	635.74
Demco	Supplies	307.53
Des Moines Stamp	Supplies	34.00
Dimensions Educational Research	St. Vincents Stronger Connections	2,400.00
Eakes	Maintenance	2,778.51
Elan Financial	Supplies	2,414.82
Embi Tec	Supplies	477.00
Empowered Communications LLC	Pupil Services	1,495.64
ESU 6	ESU Expense	31,888.42
Explore Learning	Subscription	940.00
Ever White	Maintenance	707.00
Farmers Cooperative	Transportation	100.36

SCHOOL DISTRICT OF SEWARD
PROPOSED WARRANTS
JULY 13, 2026

Follett Content Solutions	Seward Foundations Grant	735.02
Follett Software	Subscription	110.01
Freshworks, Inc	Subscription	456.00
Glass Doctor	Transportation	843.00
Go Physical Therapy	Pupil Services	6,349.82
Gopher Sports	Supplies	658.89
GoStrengths Inc	Subscription	197.00
Grainger	Maintenance	732.14
Hamling, Grace	St. Vincents Stronger Connections	150.00
Hillyard	Maintenance	411.62
Imagine Learning	Subscription	4,326.00
Impact Publications	Supplies	90.90
In Tune Partners	Books & Periodicals	450.00
Insect Lore	Supplies	331.91
Inspira Financial	Section 125	127.50
JAMF Software, LLC	Subscription	3,630.00
John Deere Financial	Maint. Of Equip.	1,316.59
Kaplan Early Learning	Sixpence	112.59
Kendall Hunt Publishing	Books	261.22
Kidwell	Maintenance	1,405.00
Kozisek, Morgan	Sixpence	40.00
KSB School Law	Legal Fees	280.00
Lakeshore Learning Materials	Supplies	1,238.63
Learning Without Tears	Books	113.85
Lee's Refrigeration	Hot Lunch Repairs	348.70
Life Track Services	Supplies	2,360.00
Lincoln Public Schools	St. Vincents Stronger Connections	1,251.00
Lincoln Windustrial	Maintenance	4,902.30
Livestockjudging.com	Subscription	200.00
Love Signs	Maintenance	7,775.71
Madison National Life	LTD Ins.	3,064.05
Marshall, Dorothy	St. Vincents Stronger Connections	150.00
Matheson	Supplies	704.10
McGraw Hill LLC	Books	3,812.26
Meehl, Jan	Pupil Services	653.05
Midwest Alarm Services	Maintenance	4,281.24
Midwest Auto Parts	Transportation	166.88
Midwest Bus Parts	Transportation	1,971.13
Midwest Special Instruments	Services	426.00
Midwest Technology Products	Supplies	993.64
Midwest Turf & Irrigation	Maint. Of Equip.	736.64
Milford Public Schools	Sixpence	90.00
Nasco	Supplies	65.80
Navratil, Catherine	St. Vincents Stronger Connections	150.00
Nebraska Council of School Admin	Staff Dev.	300.00
Nebraska Landscape Solutions	Grounds	2,756.79
Nebraska Safety Center	Transportation	625.00
Noregon Systems, LLC	Transportation	2,199.00
Omnify	Insurance	20.60
One Source	Admin Expense	272.00
Pac N Save	Maintenance	2.19

SCHOOL DISTRICT OF SEWARD
PROPOSED WARRANTS
JULY 13, 2026

Paper Tiger	Business Support	38.00
Perform Better	Supplies	592.02
Piskorski, Pat	Subscription	72.00
Pitsco Education	Supplies	370.65
Planbook Inc	Subscription	18.00
Precision Alignment LLC	Maintenance	1,209.00
Pyramid School Supply	Supplies	3,804.96
Reed Electric	Maintenance	1,761.67
Riley, Joanna	Sixpence	40.00
Robotham, Ron	Transportation	94.00
Rockler	Supplies	4,240.24
SACK Lumber	Maintenance	141.98
School Dist. Of Seward High School Activity Fur	Reimbursement	22,592.90
Scholastic	Books	54.19
School Specialty	Supplies	876.15
Sestak, Matthew	St. Vincents Stronger Connections	150.00
Seward County Independent	Advertising	140.91
Seward Lumber	Maintenance	68.74
Seward Wellness Center	Gym	1,026.00
Sherwin Williams	Maintenance	1,678.25
Shipley, Daniel	St. Vincents Stronger Connections	150.00
Sodexo	Supplies	60.05
Software Unlimited	Services	5,250.00
Sunbelt Rentals	Rental of Equip.	155.54
Teacher Direct	Supplies	135.61
Teacher's Discovery	Supplies	54.98
Timoney, Janet	St. Vincents Stronger Connections	150.00
Truck Center Companies	Transportation	663.94
Typing Agent	Subscription	635.00
Unite Private Networks	Distance Learning	3,592.81
United Way of the Midlands	Services	10,000.00
UNUM	Life Ins.	536.40
Uribe	Services	5,384.00
US Bank	Lease	1,357.41
Verizon	Phone	253.42
Visa	Supplies	482.88
Ward's Science	Supplies	279.10
Waterlink	Maintenance	225.00
William V. Macgill & Co	Supplies	317.98
Windstream	Phone	318.13
WoodRiver Energy	Utilities	5,015.28
WRS Group, Ltd.	Supplies	337.44
Zultys	Phone	2,344.35
TOTAL GENERAL FUND CLAIMS		1,605,624.12

SCHOOL DISTRICT OF SEWARD
PROPOSED SPECIAL BUILDING FUND CLAIMS
JULY 13, 2026

JEO CONSULTING GROUP	BOND PROJECT SURVEY/HVAC/STADIUM	96,121.25
	TOTAL	96,121.25