



**HASTINGS  
PUBLIC SCHOOLS**

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Expanding the possible.

## **Regular Board Meeting**

Monday, June 15, 2026 @ 6:00 PM Central

Board Room at HPS District Offices, 1515 W 8th St, Hastings, NE 68901

1. Roll Call -

2. Announcement - Becky Sullivan -

3. Pledge Allegiance to the Flag -

4. Recurrent- Becky Sullivan  
Approve Mins from the hearing on May 27, 2026  
Approve Mins from May 18, 2026, meeting  
Approve Mins from May 14, 2026 work session  
-

5. Payment of Expendures -

6. FIRST OPPORTUNITY FOR PUBLIC TO BE HEARD - Becky Sullivan -

7. SUPERINTENDENT'S REPORT -

8. Hastings Middle School Activity fee adjustment — Bryan Vetter -

9. 2nd Half of 6000 policy series -

10. Approve Addition of 1.0 FTE Teacher on Special Assignment — John Hauser -

11. Policy Updates - John Hauser -

12. Superintendent Contract Approval -

13. Multicultural Report- Kristen Slechta -

14. Graduation Requirements Increase — Kristen Slechta -

15. Renewal of Allo Communications Contract — Lawrence Tunks -

16. Disposal of School Property — Musical Instruments — Lawrence Tunks -

17. \*Consent Agenda - Dr. Thomas Szlanda -

18. OPPORTUNITY FOR PUBLIC TO BE HEARD - Becky Sullivan -

19. Reminders - Becky Sullivan -

20. Adjournment - Becky Sullivan -

**\*Closed Session:** If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Nebraska Open Meetings Law.

**\*\*Sequence of Agenda:** The sequence of agenda topics is subject to change at the discretion of the board. Please arrive at the beginning of the meeting.

**\*\*\*Action Item:** The board reserves the right to take action on an item listed on the board agenda.

**BEFORE THE BOARD OF EDUCATION  
OF HASTINGS PUBLIC SCHOOLS**

IN THE MATTER OF	)	FINDINGS AND DECISION
THE EMPLOYMENT OF	)	TO RENEW CONTRACT
KIM BENORDEN	)	

On May 27, 2026, the Board of Education of Hastings Public Schools conducted a hearing to consider whether to uphold the unpaid suspension and cancel or take other action on the employment contract of Kim Benorden. Ms. Benorden was present and represented by her attorney, Jonathan Hunzeker. The administration was represented by their attorney, Justin Knight. The Board of Education was represented by Steve Williams.

Based solely on the evidence adduced at the hearing in the form of testimony and documents, the Board of Education hereby finds and determines as follows:

1. Ms. Benorden is employed by Hastings Public Schools as a certificated employee.
2. By letter dated April 27, 2026, Ms. Benorden was notified of the recommended unpaid suspension and cancellation of her employment contract.
3. By letter dated May 1, 2026, Ms. Benorden timely requested a hearing regarding the recommended unpaid suspension and cancellation of her employment contract.
4. By letter dated May 20, 2026, Ms. Benorden was given written notice of the time, date, and place of the hearing, the reasons for the proposed termination, the names of the witnesses who may be called to testify at the hearing, and the documents which might be offered into evidence by the administration at the hearing.
5. Due and proper notice was given of the meeting of the Board of Education at which the hearing was conducted, as required by law.
6. On April 16, 2026, Ms. Benorden made an unprofessional comment to a colleague. Ms. Benorden's comment falls below the policies, standards, and expectations of the District's professional teaching staff.
7. Ms. Benorden's comment constitutes unprofessional conduct.
8. The Board is not deciding whether any party lied during the investigation or during the hearing.
9. While Ms. Benorden should be subject to discipline, the board finds that an unpaid suspension and cancellation of employment is too severe for the offense committed. The

administration will draft and issue a written reprimand to Ms. Benorden to address her unprofessional comment. The written reprimand is to be placed in Ms. Benorden's personnel file.

10. The contract of Ms. Benorden is renewed, with the expectation that she will be reinstated at the high school.

11. While it is outside of the bounds of this hearing, the board expects the administration to address the divide testified to at the hearing in the special education department.

12. The administration is directed to issue Ms. Benorden her May paycheck no later than May 28, 2026.

13. No person shall retaliate against another for participating in these proceedings.

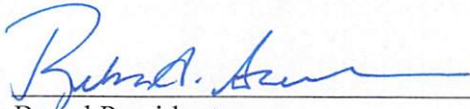
After the above findings and decision were read in their entirety, Board Member JODI GRAVES moved for their adoption. Board Member STACIE WIDHELM seconded the motion. After discussion, a roll call vote was taken:

Board Member	Aye	Nay	Abstain / Absent
Jim Boeve	✓		
Sharon Brooks			✓
Erick Espinoza	✓		
Jodi Graves	✓		
Andrew McCarty			✓
Tamisha Rose-Osgood	✓		
Chris Shade	✓		
Becky Sullivan	✓		
Stacie Widhelm	✓		

After the above resolution was consented to by a majority members of the Board of Education, Board President Sullivan declared it to have been passed and adopted at a duly held and lawfully convened meeting in full compliance with the Nebraska Open Meetings Act.

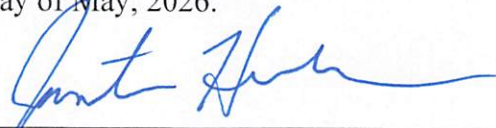
Dated this 27<sup>th</sup> day of May, 2026.

**BOARD OF EDUCATION OF  
HASTINGS PUBLIC SCHOOLS**

BY:   
Board President

**ACKNOWLEDGMENT AND RECEIPT**

I, Kim Benorden, hereby acknowledge receipt of a complete copy of the above Findings and Decision to Renew Contract on this 27<sup>th</sup> day of May, 2026.

  
Kim Benorden or her Representative

**Minutes of Hastings Public Schools  
Board of Education Personnel Hearing/Special Meeting  
May 27, 2026**

At 3:07 p.m. on May 27, 2026, the Hastings Public Schools Board of Education convened a special meeting for the purpose of conducting a hearing on the consideration of the cancellation and/or suspension without pay or continuation of the employment contract of Kim Benorden. Upon roll call, members present were Jim Boeve, Erick Espinoza, Jodi Graves, Tamisha Rose-Osgood, Chris Shade, Becky Sullivan, and Stacie Widhelm. Board President Sullivan noted that a copy of the Open Meetings Act was posted on the Board Room wall and outside the board room in the hallway. She then turned conduct of the meeting over to Steve Williams, the attorney representing the board of education and serving as hearing officer for the hearing. The board heard evidence concerning Ms. Benorden's employment.

The board received exhibits 1-22. The board heard testimony from the following witnesses: Karissa O'Hearn, Sara Bartling, Kim Benorden, Tom Szlanda, John Hauser, Chris Prosocki, Abby Brown, Hannah Hixson, Molly Johnsen, Ellie Friend, Suzanne Anstine, and Jena Cerveny.

At 6:57 p.m., Jodi Graves moved to deliberate the matter of Ms. Benorden's employment in closed session. Stacie Widhelm seconded the motion. Roll call vote: Jim Boeve, Erick Espinoza, Jodi Graves, Tamisha Rose-Osgood, Chris Shade, Becky Sullivan, and Stacie Widhelm in favor, none opposed.

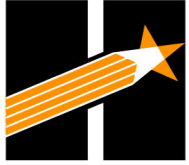
At 8:44 p.m., Jodi Graves moved to end the closed session and return to open session. Stacie Widhelm seconded the motion. Roll call vote: Jim Boeve, Erick Espinoza, Jodi Graves, Tamisha Rose-Osgood, Chris Shade, Becky Sullivan, and Stacie Widhelm in favor, none opposed.

Hearing Officer Williams read the proposed Findings and Decision to Renew Contract that is attached to these minutes and made a part of these minutes. Jodi Graves moved to adopt the Findings. Stacie Widhelm seconded the motion. On roll call vote to adopt the findings, Jim Boeve, Erick Espinoza, Jodi Graves, Tamisha Rose-Osgood, Chris Shade, Becky Sullivan, and Stacie Widhelm in favor, none opposed.

At 8:48 p.m., Jodi Graves moved to adjourn the meeting. Tamisha Rose-Osgood seconded the motion. Roll call vote: Jim Boeve, Erick Espinoza, Jodi Graves, Tamisha Rose-Osgood, Chris Shade, Becky Sullivan, and Stacie Widhelm in favor, none opposed. The meeting was adjourned at 8: 48 p.m.

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Board Secretary



HASTINGS  
PUBLIC SCHOOLS

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## Hastings Public Schools Regular Board Meeting Minutes

May 18, 2026 6:00 PM

Board Room at HPS District Offices, 1515 W 8th St, Hastings, NE 68901

The meeting was advertised in the Hastings Tribune on Friday/Tuesday,

Jim Boeve:	Present
Sharon Brooks:	Present
Erick Espinoza:	Absent
Jodi Graves:	Present
Andrew McCarty:	Present
Tamisha Rose Osgood:	Present
Christopher Shade:	Present
Becky Sullivan:	Present
Stacie Widhelm:	Present

### 1. CALL TO ORDER - Becky Sullivan

President Sullivan called the meeting to order.

### 2. Roll Call

*Motion to excuse Board member Erick Espinoza from the meeting. Motion made by Jodi Graves, Seconded by Andrew McCarty. Motion passed*

Jim Boeve:	Yea
Sharon Brooks:	Yea
Jodi Graves:	Yea
Andrew McCarty:	Yea
Tamisha Rose Osgood:	Yea
Christopher Shade:	Yea
Becky Sullivan:	Yea
Stacie Widhelm:	Yea

Yea: 8, Nay: 0

### 3. Pledge Allegiance to the Flag

#### **4. ANNOUNCEMENT - Becky Sullivan**

President Sullivan reminded those in attendance of the Open Meetings Act

#### **5. RECURRENT - Becky Sullivan**

##### **5.1. Minutes of Previous Meeting(s)**

*Motion to approve the minutes as presented. Motion made by Jim Boeve, Seconded by Jodi Graves. Motion passed*

Jim Boeve: Yea  
Sharon Brooks: Yea  
Jodi Graves: Yea  
Andrew McCarty: Yea  
Tamisha Rose Osgood: Yea  
Christopher Shade: Yea  
Becky Sullivan: Yea  
Stacie Widhelm: Yea

*Yea: 8, Nay: 0*

##### **5.2. Payment of Expenditures**

*Motion to approve the payment of expenditures in the amount of \$5,502,215.81. Motion made by Sharon Brooks, Seconded by Stacie Widhelm. Motion passed*

Jim Boeve: Yea  
Sharon Brooks: Yea  
Jodi Graves: Yea  
Andrew McCarty: Yea  
Tamisha Rose Osgood: Yea  
Christopher Shade: Yea  
Becky Sullivan: Yea  
Stacie Widhelm: Yea

*Yea: 8, Nay: 0*

#### **6. RECEIVE CORRESPONDENCE - Becky Sullivan**

There was no correspondence to receive.

#### **7. Spotlight on Learning and Good News — John Hauser**

Acting Superintendent John Hauser and board members will be celebrating years of service and retirees tonight.

Recognized with 30 years with HPS were Jim Shea and Deb Vorderstrasse  
Recognized with 20 years with HPS were Jeff Bittfield, Karen Edminsten, Kayla Edwards, Rebecca Shoemaker, Benjamin Welsch, Denise Wolfe, Jessica Hallett, Racquel Hunsley, Barbara Landell, Ronda Loetterle ,Jeffery Poore  
Recognized with 10 years with HPS were Erin Bluto, Jamee Bockerman, Lori Christy, Sheila Clark, Tarah Davis, Andrea Frank, Ellie Friend, Matthew Hauge, Wendy Keele, Trennon Mays, Krista Kimle, Karissa O'Hearn, Kathy Rysiew, Lori Samuelson, Shirleen Scdoris, Charlie Shoemaker , Amy Decker, Peggy Thaut, Gregory Wilton, Mary Wolf  
Retiring with HPS in 2026 Tracy Douglas, Charleen Himmelberg, Rick Matticks, Hope McMurtry, Tom Michalek, Lori Samuelson, Karlene Scharf-Reed , Kim Wadkins, David Witt

## **8. FIRST OPPORTUNITY FOR PUBLIC TO BE HEARD - Becky Sullivan**

There were no public comments.

## **9. SPECIAL BOARD FUNCTIONS - Becky Sullivan**

### **9.1. Approve Contract Addendum to Acting Superintendent — Becky Sullivan**

Board members voted to approve contract addendum for John Hauser

*Motion to approve contract addendum for acting Superintendent as presented. Motion made by Jodi Graves, Seconded by Sharon Brooks. Motion passed*

Jim Boeve:                   Yea  
Sharon Brooks:             Yea  
Jodi Graves:                 Yea  
Andrew McCarty:         Yea  
Tamisha Rose Osgood:    Yea  
Christopher Shade:        Yea  
Becky Sullivan:            Yea  
Stacie Widhelm:          Yea

Yea: 8, Nay: 0

### **9.2. Approve Appointment of Board Recording Secretary — John Hauser**

John Hauser recommended the appointment of a Board recording Secretary to be Laura Hargis.

*Motion to approve appointment of Laura Hargis as Board Recording Secretary. Motion made by Jim Boeve, Seconded by Andrew McCarty. Motion passed*

Jim Boeve:                   Yea  
Sharon Brooks:             Yea  
Jodi Graves:                 Yea  
Andrew McCarty:         Yea  
Tamisha Rose Osgood:    Yea

Christopher Shade: Yea  
Becky Sullivan: Yea  
Stacie Widhelm: Yea  
Yea: 8, Nay: 0

### **9.3. Approve proposed High School graduation requirements — Kristen Slechta**

Director Kristen Slechta led a discussion on proposed high school graduation requirements. Board members held a discussion about requirements. Principal Jeff Linden led a discussion about the current requirements.

*Motion to approve proposed high school graduation requirements as presented. Motion made by Sharon Brooks, Seconded by Christopher Shade. Motion passed*

Jim Boeve: Nay  
Sharon Brooks: Yea  
Jodi Graves: Yea  
Andrew McCarty: Yea  
Tamisha Rose Osgood: Yea  
Christopher Shade: Yea  
Becky Sullivan: Yea  
Stacie Widhelm: Yea  
Yea: 7, Nay: 1

### **9.4. Approve Policy 4032 : Professional Growth — Kristen Slechta**

Director Kristen Slechta recommended approving Policy 4032 : Professional Growth .

*Motion to Approve policy 4032 professional growth as presented. Motion made by Sharon Brooks, Seconded by Tamisha Rose Osgood. Motion passed*

Jim Boeve: Yea  
Sharon Brooks: Yea  
Jodi Graves: Yea  
Andrew McCarty: Yea  
Tamisha Rose Osgood: Yea  
Christopher Shade: Yea  
Becky Sullivan: Yea  
Stacie Widhelm: Yea  
Yea: 8, Nay: 0

### **9.5. Policy Review: First Half of the 6000 Series Policies - John Hauser**

John Hauser reviewed the 1st half of the 6000 series policies, excluding 6005 . Policy 6005 will be tabled until the June board meeting.

*Motion to Approve a resolution to adopt a more current and revised first half set of the 6000 series policies, excluding 6005. 6005 will be tabled until June's meeting. Motion made by Jodi Graves, Seconded by Andrew McCarty. Motion passed*

Jim Boeve: Yea  
Sharon Brooks: Yea  
Jodi Graves: Yea  
Andrew McCarty: Yea  
Tamisha Rose Osgood: Yea  
Christopher Shade: Yea  
Becky Sullivan: Yea  
Stacie Widhelm: Yea

Yea: 8, Nay: 0

#### **9.6. Approve purchase of computers — Lawrence Tunks**

Director Lawrence Tunks recommended the purchase of new computers from computer hardware in the amount of \$309,375.00

*Motion to approve the computer bid from Computer Hardware in the amount of \$ 309,375.00 as presented. Motion made by Stacie Widhelm, Seconded by Jodi Graves. Motion passed*

Jim Boeve: Yea  
Sharon Brooks: Yea  
Jodi Graves: Yea  
Andrew McCarty: Yea  
Tamisha Rose Osgood: Yea  
Christopher Shade: Yea  
Becky Sullivan: Yea  
Stacie Widhelm: Yea

Yea: 8, Nay: 0

#### **9.7. Approve purchase of HVAC system at Hawthorne -Lawrence Tunks**

Director Lawrence Tunks recommended the purchase of a HVAC control system in the amount of \$64,000 with Rutt's.

*Motion to approve the HVAC bid from Rutts, in the amount of \$ 64,000 as presented . Motion made by Stacie Widhelm, Seconded by Tamisha Rose Osgood. Motion passed*

Jim Boeve: Yea  
Sharon Brooks: Yea  
Jodi Graves: Yea  
Andrew McCarty: Yea  
Tamisha Rose Osgood: Yea  
Christopher Shade: Yea  
Becky Sullivan: Yea

Stacie Widhelm: Yea  
Yea: 8, Nay: 0

**9.8. Approve Addition of 1.0 FTE School Psychologist Assistant for 2026-2027 school year — Dr. Tom Szlanda**

Dr. Tom Szlanda recommended the addition of a 1.0 FTE school psychologist assistant. The board discussed the addition of the 1.0 FTE school psychologist assistant.

*Motion to Approve Addition of 1.0 FTE School Psychologist Assistant. Motion made by Jim Boeve, Seconded by Sharon Brooks. Motion passed*

Jim Boeve: Yea  
Sharon Brooks: Yea  
Jodi Graves: Yea  
Andrew McCarty: Yea  
Tamisha Rose Osgood: Yea  
Christopher Shade: Yea  
Becky Sullivan: Yea  
Stacie Widhelm: Yea  
Yea: 8, Nay: 0

**9.9. Approve 2026-27 YMCA facility usage agreement — Dr. Thomas Szlanda**

Dr. Tom Szlanda recommended the 2026-2027 YMCA facility usage agreement.

*Motion to Approve 2026-27 YMCA facility usage agreement as presented. Motion made by Tamisha Rose Osgood, Seconded by Christopher Shade. Motion passed*

Jim Boeve: Yea  
Sharon Brooks: Yea  
Jodi Graves: Yea  
Andrew McCarty: Yea  
Tamisha Rose Osgood: Yea  
Christopher Shade: Yea  
Becky Sullivan: Yea  
Stacie Widhelm: Yea  
Yea: 8, Nay: 0

**9.10. CONSENT AGENDA - Dr. Thomas Szlanda**

Dr. Tom Szlanda informed board members of 5 certificated , 13 classified, and 11 extra positions that are currently unfilled throughout the district. Dr Tom Szlanda recommended approval of the personnel agenda as presented .

*Motion to approve consent agenda as presented. Motion made by Jodi Graves, Seconded by Stacie Widhelm. Motion passed*

Jim Boeve: Yea

Sharon Brooks: Yea  
Jodi Graves: Yea  
Andrew McCarty: Yea  
Tamisha Rose Osgood: Yea  
Christopher Shade: Yea  
Becky Sullivan: Yea  
Stacie Widhelm: Yea  
Yea: 8, Nay: 0

**10. SECOND OPPORTUNITY FOR PUBLIC TO BE HEARD - Becky Sullivan**

Ben Welsch, HEA President, addressed board members.

**11. DATES OF FUTURE BOARD MEETINGS - Becky Sullivan**

President Sullivan reminded Board members of upcoming Board meetings for next month.

Work Session — Thursday, June 11th ,2026 at 6:00 p.m. - Board Room at HPS District Offices

Regular Board Meeting — Monday, June 15th ,2026 at 6:00 p.m. - Board Room at HPS District Offices

**12. MEDIA SPOKESPERSON - Becky Sullivan**

President Sullivan announced that she will serve as the media spokesperson for this month.

**13. Executive Session - Becky Sullivan**

Board members went into closed session at 7:16pm

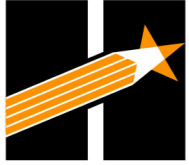
**14. The Board of Education returns to Open Session - Becky Sullivan**

The Board of Education returned to Open Session at 7:51 p.m. President Sullivan verified that discussion was confined to personnel issues and no action was taken.

**15. ADJOURNMENT - Becky Sullivan**

Meeting adjourned at 7:51pm motion to adjourn made by Andrew McCarty and seconded by Stacie Widhelm.

Laura Hargis, Board Recording Secretary



HASTINGS  
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## Hastings Public Schools Work Session Minutes

May 14, 2026 6:00 PM

Board Room at HPS District Offices, 1515 W 8th St, Hastings, NE 68901

The meeting was advertised in the Hastings Tribune on Friday/Tuesday,

Jim Boeve:	Present
Sharon Brooks:	Present
Erick Espinoza:	Present
Jodi Graves:	Present
Andrew McCarty:	Present
Tamisha Rose Osgood:	Present
Christopher Shade:	Present
Becky Sullivan:	Present
Stacie Widhelm:	Present

### 1. Roll Call

President Sullivan called the meeting to order.

Laura Hargis, Administrative Assistant to the Superintendent; Denise Behrends, Board Recording Secretary; Lawrence Tunks, Director of Technology and Operations; Dr. Thomas Szlanda, Director of HR and Operations; Chris Schukei, Director of HPS Foundation; Terry Julian, Technology Facilitator; Shelly Julian, Business Manager; Tanya Evans, Director of Special Education; Kristen Slechta, Director of Learning; John Hauser, Director of Learning and Support; Cara Beckenhauer, Lincoln Elementary Principal; Irina Erickson Longfellow Elementary Principal; Ben Welsch, HEA President; Brenda McKenzie, HEA Representative; Jeff Linden Senior High Principal; Abby Brehm, High School Teacher; Will Vraspir, Hastings Tribune; Andy Jones, Hastings Public Access TV; and members of the public.

### 2. Announcement - Becky Sullivan

President Sullivan reminded those in attendance of the Open Meetings Act.

### 3. Welcome to HEA reps and guests - Becky Sullivan

President Sullivan welcomed HEA representatives and guests. She asked those in attendance to introduce themselves.

### 4. Review Board Norms/Goal - Becky Sullivan

There were no Board member comments.

## **5. Board Report - Becky Sullivan**

Board members Stacie Widhelm and Sharon Brooks discussed attending the Art show in the district office. Board member Tamisha Rose Osgood discussed attending the Spring Concert and the Orchestra concert . Board member Erik Espinzo discussed a recent junior high visit and took a tour with Adam Boettcher . Board member Andrew McCarty discussed movie night and the field trip his wife went on with their child to the garden and how much fun it was to have a year-ending field trip.

## **6. SUPERINTENDENT'S REPORT - John Hauser**

Educators of the year - 3 awards were given out — Chris Schukei announced and gave the background of each employee. Each recipient was given the chance to say a few words about their job and how it has impacted them. Each one thanked HPS for the support and the awards they received. John Hauser let everyone know at Monday's meeting we will honor the years of service and retirees.

Laurie Parr  
Ryan Martin  
Ellie Friend

## **7. Approve Contract Addendum for Acting Superintendent — Becky Sullivan**

The board reviewed Addendum for John Hauser's

## **8. Approve Appointment of Board Recording Secretary — John Hauser**

John Hauser recommended Laura Hargis to replace Denise Behrends.

## **9. Approve proposed High School graduation requirements — Kristen Slechta**

Board member Jim Boeve opened up the discussion around this policy. Jeff Linden spoke and gave information around this policy. The voting on Monday will be for changing the credit hours.

## **10. Approve Policy 4032 : Professional Growth — Kristen Slechta**

Director Kristen Slechta discussed the policy.

**11. Policy Review: First Half of the 6000 Series Policies - John Hauser**

Director John Hauser discussed the policies and answered questions.

**12. Approve purchase of computers — Lawrence Tunks**

Director Lawrence Tunks discussed the replacement cost of the laptops and recommends the approval of new computers.

**13.**

**Approval for the Disposal of School Property — Music Instruments. - Lawrence Tunks**

Director Lawrence Tunks recommends removing old equipment to make room for the new drum sets that are coming in .

**14. Approve purchase of HVAC system at Hawthorne -Lawrence Tunks**

Director Lawrence Tunks recommends approval of a new control sytem for HVAC units at Hawthorne.

**15. Approve Addition of 1.0 FTE School Psychologist Assistant — Dr. Tom Szlanda**

Dr. Tom Szlanda recommended hiring a 1.0 FTE School Psychologist Assistant.

**16. Approve 2026-27 YMCA facility usage agreement — Dr. Thomas Szlanda**

Dr. Tom Szlanda recommended approval of the 2026-2027 YMCA facility usage agreement.

**17. \*Consent Agenda - Dr. Thomas Szlanda**

Dr. Tom Szlanda informed board members of 5 certificated, 13 classified, and 11 extra positions that are currently unfilled throughout the district.

**18. OPPORTUNITY FOR PUBLIC TO BE HEARD - Becky Sullivan**

Audience member Joanna Utecht who is a teacher at Senior High, recommended moving *to the 250 credit hours. Discussed how she thinks this would be helpful for seniors.*

**19. Reminders - Becky Sullivan**

Board president Becky Sullivan gave the date for the board meeting on Monday, May 18th, 2026 at the district office 1515 West 8th Street, Hastings, Ne 68901.

**20. Executive Session - Becky Sullivan**

Board members went into closed session at 7: 40

*Motion to go into closed session. Motion made by Jodi Graves, Seconded by Stacie Widhelm.  
Motion passed*

Jim Boeve: Yea  
Sharon Brooks: Yea  
Erick Espinoza: Yea  
Jodi Graves: Yea  
Andrew McCarty: Yea  
Tamisha Rose Osgood: Yea  
Christopher Shade: Yea  
Becky Sullivan: Yea  
Stacie Widhelm: Yea  
Yea: 9, Nay: 0

**21. The Board of Education returns to Open Session - Becky Sullivan**

The Board of Education returned to Open Session at 8:18 p.m. President Sullivan verified that discussion was confined to personnel issues and no action was taken.

**22. Adjournment - Becky Sullivan**

Meeting adjourned at 8:21

*Motion to adjourn meeting. Motion made by Andrew McCarty, Seconded by Stacie Widhelm.  
Motion passed*

Jim Boeve: Yea  
Sharon Brooks: Yea  
Erick Espinoza: Yea  
Jodi Graves: Yea  
Andrew McCarty: Yea  
Tamisha Rose Osgood: Yea  
Christopher Shade: Yea  
Becky Sullivan: Yea  
Stacie Widhelm: Yea  
Yea: 9, Nay: 0

Laura Hargis, Board Recording Secretary



HASTINGS PUBLIC SCHOOLS DISTRICT 18

ACTIVITY FUND

Date: 06/15/2026

Voucher No: 1342

Voucher No: 1357

Voucher No: 1360

Voucher No: 1348

Vouchers Total: \$ **67,551.38**

ACH Total: \$ **11,209.28**

**TOTAL EXPENDITURES: \$ 78,760.66**

Board Member. \_\_\_\_\_

Date \_\_\_\_\_

Board Member. \_\_\_\_\_

Date \_\_\_\_\_

Hastings Public School District 18



HASTINGS PUBLIC SCHOOLS DISTRICT 18

GENERAL FUND

Date: 06/15/2026

Voucher No: 1366

Voucher No: 1363

Voucher No: 1361

Voucher No: 1358

Voucher No: 1352

Voucher No: 1349

Voucher's Total: **\$1,075,295.73**

ACH Total: **\$212,041.21**

**TOTAL EXPENDITURES: \$1,287,336.94**

Board Member \_\_\_\_\_

Date \_\_\_\_\_

Board Member \_\_\_\_\_

Date \_\_\_\_\_

Hastings Public School District 18

	<b>CHECKS</b>	<b>ACH</b>	<b>TOTAL EXPENDITURES</b>
01-GENERAL FUND	\$1,027,041.84	\$34,504.00	\$1,061,545.84
02-DEPRECIATION FUND	\$19,622.26		\$19,622.26
03-UNEMPLOYMENT FUND			\$0.00
05-ACTIVITY FUND	\$67,551.38	\$11,209.28	\$78,760.66
06-LUNCH FUND	\$1,182.67	\$177,537.21	\$178,719.88
07-BOND FUND			\$0.00
08-CONSTRUCTION FUND			\$0.00
09-QUALIFIED CAP FUND			\$0.00
10-COOPERATIVE FUND	\$27,448.96		\$27,448.96
11-CONSTRUCTION FUND			\$0.00
<b>TOTAL</b>			\$0.00
<b>ACT FUNDS TOTALS</b>	<b>\$67,551.38</b>	<b>\$11,209.28</b>	<b>\$78,760.66</b>
<b>GEN FUNDS TOTALS</b>	<b>\$1,075,295.73</b>	<b>\$212,041.21</b>	<b>\$1,287,336.94</b>
<b>GRAND TOTAL</b>	<b>1,366,097.60</b>		



## 6005

### Academic Credits and Graduation

It shall be the policy of the Hastings Public Schools that graduation from high school is the highest achievement expected from students in the Hastings Public Schools. Earning a high school diploma is the culmination of the best efforts of the school and community in preparing young persons for active roles in society.

While Board members, teachers, and administrators will make every effort to assist students in their pursuit of a diploma, diligent effort on the part of each student will be necessary to complete the graduation requirements of the District.

It shall be the policy of the Hastings Public Schools that each Senior High student meets the following minimum requirements for graduation:

1. Earn forty (40) semester hours in English/Language Arts.
2. Earn thirty (30) semester hours in Science.
3. Earn thirty (30) semester hours in Mathematics
4. Earn thirty (30) semester hours in Social Studies.
5. Earn ten (10) semester hours of credit in Physical Education.
6. Earn five (5) semester hours in Speech I/Communication Arts.
7. Earn five (5) semester hours in Personal Finance or Financial Literacy.
8. Earn five (5) semester hours in Information Technology.
9. **Students must earn two hundred and fifty (250) semester hours of credit in grades nine, ten, eleven, and twelve.** One hundred and seventy-five (175) hours of credit must be earned in courses other than music and physical education.

It shall further be the policy of the Hastings Public Schools that diplomas will be awarded to those students who have successfully completed all graduation requirements or who are verified in special education and have completed their prescribed individual education plan (IEP).

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

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

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

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

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

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

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

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

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

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

Students who violate this policy may have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after meeting with the parent or guardian to discuss the rule violation. Students who violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.

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

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

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

**6026**  
**Emergency Dismissal**

The superintendent or his/her designee is responsible for determining when school and/or extracurricular activities should be cancelled or dismissed due to severe weather or other emergency conditions. Coaches and/or sponsors may not conduct practices on days that school is cancelled without first securing the superintendent's specific permission.

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

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

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

## **6027 Field Trips**

The board encourages instructional staff to incorporate field trips into the curriculum. These trips should normally be conducted during the school day.

### **1. General Conditions**

All trips must be pre-approved by the teacher's building principal. Out-of-state and overnight trips require pre-approval by the board. The superintendent and principals will develop guidelines for approval of trips and communicate those guidelines to teaching staff.

### **2. Parental Permission**

Each student must submit a signed parental permission slip prior to being allowed to attend a field trip. A new permission slip must be submitted for each trip. Caregivers, as that term is defined in the Nebraska Strengthening Families Act, shall be permitted to sign parental permission slips.

### **3. Supervision**

Sponsoring teachers must ensure that students are adequately supervised and chaperoned by a responsible adult at all times during field trips. Whether paid staff or volunteers, chaperones are prohibited from drinking alcoholic beverages of any kind at any time during any field trip. All chaperones must be at least 21 years of age. Any chaperone who drives students must possess a valid driver's license. Chaperones who drive students in private vehicles must possess adequate insurance coverage. Chaperones do not have any property right in or to a chaperone assignment. The school district may deny or terminate a chaperone assignment for any reason that is not unconstitutional or unlawful. The superintendent's decision shall be final.

### **4. Student Conduct**

Students must comply with the student code of conduct, any applicable extracurricular conduct codes, and all directives by trip chaperones.

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

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

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

**6028**  
**The Extracurricular Activities Program**

**1. General Purpose**

- a. The extracurricular program includes noncurricular activities which are sponsored by the school district. These activities include sports, speech, plays, Future Farmers of America, Future Business Leaders of America, music performance groups and other activities which are sponsored by the school.
- b. Extracurricular activities are an important part of the total school experience, but are secondary to the academic program and must be kept in that perspective.
- c. Extracurricular activities **do not** include:
  - i. co-curricular activities such as band and choir, in which students must participate as part of the requirements for enrollment in and receiving a grade for a particular course.
  - ii. student-initiated, non-curriculum related student groups which are permitted to hold meetings and events on school premises. These groups are not school-sponsored and are not governed by this policy or other policies and rules governing extracurricular groups.

**2. Governance**

- a. All extracurricular activities shall be under the exclusive governance and control of the school district. This control includes, but is not be limited to, the formation, naming, structure, operation, financing, and discontinuance of all extracurricular activities. Extracurricular activities shall not have any separate or individual existence, status, rights, or authority.
- b. Students and sponsors will be governed by all board's policies and administrative rules including the policy on field trips when traveling for extracurricular activities.

**3. Student Eligibility**

- a.** Students are encouraged to participate in extracurricular activities. Participation shall be open to and limited to all students who are currently enrolled in the school district on a voluntary basis.
- b.** Extracurricular activities may establish academic or course enrollment qualifications for participation if such qualifications are necessarily related to the purposes of the activity.
- c.** Standards for scholastic eligibility for students wishing to participate in extracurricular activities shall be set by the administration and shall be consistent with at least the minimum standards provided by the NSAA.
- d.** All students in grades 7-12 who participate in athletics must have a physical examination by a qualified health care provider at the student's expense.
- e.** Students who wish to participate in extracurricular activities must abide by the student code of conduct, the extracurricular code of conduct and any additional rules set by the activity sponsor.
- f.** Students are not eligible to participate in any extracurricular activity until they and their parents/guardians have signed the student handbook and extracurricular handbook receipt and acknowledgement.

#### **4. Sponsors**

- a.** Each extracurricular activity must have a sponsor who is a member of the district's certificated staff or a selected community member who is qualified by virtue of education, training, experience, or special interest to serve as the sponsor.
- b.** The superintendent or his/her designee will assign activity sponsors. Payment to sponsors will be negotiated with the sponsor based on the terms of any applicable collective bargaining agreement, the sponsor's training and experience and any other lawful criteria. Sponsors serve in their capacity as a sponsor at the will of the superintendent, who is specifically empowered to

remove an activity sponsor in the superintendent’s sole discretion.

- c. Sponsors shall be required to: develop materials, activities, and a budget; promote membership and participation; communicate with the principal or designee, staff, students, and parents; schedule meeting dates and locations; plan meaningful experiences; supervise students during activities; evaluate and make recommendations; and submit a year-end report to the principal or designee.

**5. Fundraising Activities**

All fundraising activities shall require authorization by a member of the school district administration and shall be subject to all other school policies. All money raised by these activities shall be governed by Policy 3005.

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

**6029**  
**Activity Trips**

Students must travel to and from all extracurricular activities in the transportation provided by the school. A student may travel home from an activity with his/her parent or guardian if the activity sponsor has personally released the student to the parents' custody. Students who misbehave while on an activity trip may be subject to disciplinary consequences set forth in the board's student discipline policy. In addition to any other disciplinary consequences imposed, students who misbehave while on school-sponsored trips may be prohibited from attending future trips.

Students must comply with the board's policies on field trips as well as the student code of conduct, the extracurricular code, and all directives of a sponsor or chaperone while on activity trip.

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

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

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

**6030**  
**Public Appearances of School Groups**

The reputation of the school district is enhanced when student groups appear at public non-school functions. Therefore, the board encourages student groups to appear at public events, subject to the following requirements:

1. Activity sponsors must secure the permission of their building principal before booking a student group at a public event.
2. Sponsors are discouraged from booking student groups to perform on more than one school night (Sunday-Thursday) per week.
3. Student groups may not perform at a political rally without permission from the superintendent and prior notice to parents.
4. The policies and rules that apply to field trips also apply to student group appearances in public.

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

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

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

## **6031 Emergency Exclusion**

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

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

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

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

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

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

**Opportunity to Request a Hearing.** The student's parent(s) or guardian(s) may submit a request for a hearing on the proposed extension of the exclusion within one school day of receiving the notice of the proposed extension.

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

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

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

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

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

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

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

**Right to Know Issues and Nature of Testimony.** The student and his/her parent(s) or guardian(s) have the right to request in advance of the hearing

the issues which the administration will propose in support of the extension, and the general nature of the testimony of any administrative or expert witnesses.

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

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

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

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

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

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

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

**6032**  
**Constitution Day Education**

Each year on September 17, designated as Constitution Day, the school district will conduct a program designed to highlight the historic and continuing importance of the United States Constitution. When September 17 falls on a Saturday, Sunday, or holiday, the district will provide this program during the preceding or following week.

The program shall be implemented within the guidelines of the U.S. Department of Education and in accordance with any other applicable laws and/or regulations.

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

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

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

## **6033 Seclusion and Restraint**

Restraint and seclusion, as defined below, are behavioral interventions. The use of such behavioral interventions must be in accordance with this policy. The following interventions do not constitute seclusion and restraint, and are not governed by this policy: voice control, limited to loud, firm commands; time-limited ignoring of specific behaviors; brief physical prompts to interrupt or prevent a specific behavior; physical interventions which a student's health care provider has indicated are medically necessary for the treatment or protection of the individual; or other similar interventions.

### **Definitions**

*Physical restraint* refers to a personal restriction that immobilizes or reduces the ability of a student to move his or her torso, arms, legs, or head freely. The term physical restraint does not include a physical escort. Physical escort means a temporary touching or holding of the hand, wrist, arm, shoulder or back for the purpose of inducing a student who is acting out to walk to a safe location. Physical restraint does not include incidental touching that comes along with movement inside a classroom, lunch line, or other areas of the school building where maintaining order is required.

*Mechanical restraint* refers to the use of any device or equipment to restrict a student's freedom of movement. The term does not include devices implemented by trained school personnel, or utilized by a student that have been prescribed by an appropriate medical or related services professional and are used for the specific and approved purposes for which such devices were designed, such as:

- Adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports;
- Vehicle safety restraints when used as intended during the transport of a student in a moving vehicle;
- Restraints for medical immobilization; or
- Orthopedically prescribed devices that permit a student to participate in activities without risk of harm.

*Chemical restraint* refers to the administration of medication for the purpose of restraint, but does not include the administration of medication in accordance with the directions and prescription of a physician with the consent of the student's parent or guardian.

*Seclusion* refers to the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving. It does not include a timeout, which is a behavior management technique that is part of an approved program, involves the monitored separation of the student in a non-locked setting, and is implemented for the purpose of calming.

## **Use of Restraint and Seclusion**

The use of chemical restraint is strictly prohibited. The use of any seclusion or restraint intervention for punitive or disciplinary purposes is strictly prohibited. Similarly, the use of any technique that constitutes corporal punishment, which is the infliction of bodily pain as a penalty for disapproved behavior, is strictly prohibited. Seclusion and/or restraint shall not be used for the convenience of staff or as a substitute for an educational program. When restraint or seclusion is used to respond to the danger of harm posed by a student's behavior, the intervention shall be discontinued as soon as the danger of harm has dissipated.

The use of physical restraint, mechanical restraint, and seclusion is permitted in a manner consistent with this policy:

- as reasonably necessary where the student's behavior risks causing physical harm to self, others, and property;
- in accordance with the student's IEP, Section 504, or behavior intervention plan; *or*
- as otherwise prescribed, recommended, or suggested by a medical or related services provider.

## **Procedures**

No technique shall restrict a student's breathing, deprive a student of basic needs, or unnecessarily expose a student to physical pain or discomfort.

Seclusion shall not be used for students who are severely self-injurious or suicidal. When seclusion is utilized as permitted by this policy, the following procedures shall be followed:

- The student shall be monitored by an adult in close proximity who is able to regularly observe the student;
- The confining space shall be approved for such use, unless the use of such a space is impossible or impracticable under the circumstances;

- The confining space shall be appropriately lighted, ventilated, and heated or cooled; *and*
- The confining space shall be free from objects that unreasonably expose the student or others to harm.

If a pattern of behavior emerges that requires or is anticipated to require the use of restraint and/or seclusion for the student, the appropriate educators and/or team members shall review what assessments, evaluations, supports, services, programs, or placements are appropriate in light of the student's needs and circumstances.

### **Recording and Reporting**

Each incident of restraint or seclusion must be recorded and reported as required by the building administrators.

### **Training**

All staff members shall be provided notice of this policy and will be trained on its contents. The Superintendent or his or her designee will identify school staff members likely to implement the restraint or seclusion interventions authorized by this policy and arrange for those individuals to receive appropriate training on the appropriate implementation of such interventions and the use of other behavioral supports and interventions.

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

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

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

## **6034 Concussion Awareness**

The Nebraska Unicameral has found that concussions are one of the “most commonly reported injuries in children and adolescents who participate in sports and recreational activities and that the risk of catastrophic injury or death is significant when a concussion or brain injury is not properly evaluated and managed.”

The School District will:

- a. Require all coaches and trainers to complete a training course approved by the Chief Medical Officer on how to recognize the symptoms of a concussion or brain injury and how to seek proper medical treatment for a concussion or brain injury.
- b. On an annual basis provide concussion and brain injury information to students and their parents or guardians prior to such students initiating practice or competition. This information will include:
  - 1 The signs and symptoms of a concussion;
  - 2 The risks posed by sustaining a concussion; and
  - 3 The actions a student should take in response to sustaining a concussion, including the notification of his or her coaches.

A student who participates on a school athletic team must be removed from a practice or game when he/she is reasonably suspected of having sustained a concussion or brain injury in such practice or game after observation by a coach or a licensed health care professional who is professionally affiliated with or contracted by the school. The student will not be permitted to participate in any school supervised team athletic activities involving physical exertion, including practices or games, until the student:

- a. has been evaluated by a licensed health care professional;
- b. has received written and signed clearance to resume participation in athletic activities from the licensed health care professional; and
- c. has submitted the written and signed clearance to resume participation in athletic activities to the school accompanied by written permission to resume participation from the student’s parent or guardian.

If a student is reasonably suspected after observation of having sustained a concussion or brain injury and is removed from an athletic activity, the parent or guardian of the student will be notified by the school of:

- a. the date and approximate time of the injury suffered by the student,
- b. the signs and symptoms of a concussion or brain injury that were observed, and
- c. any actions taken to treat the student.

The school district will not provide for the presence of a licensed health care professional at any practice or game.

School officials shall deem the signature of an individual who represents that he/she is a licensed health care professional on a written clearance to resume participation that is provided to the school to be conclusive and reliable evidence that the individual who signed the clearance is a licensed health care professional. The school will not take any additional or independent steps to verify the individual's qualifications.

Students who have sustained a concussion and returned to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered. The school's "return to learn protocol" shall follow the model provided by the Nebraska Department of Education. Nothing in this policy or the referenced protocol shall entitle a student who has sustained a concussion to an individualized plan under Section 504 of the Rehabilitation Act, although staff will refer students who have sustained a concussion for evaluation under Section 504 as appropriate.

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

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

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

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

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

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

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

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

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

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

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

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

The supplemental reading intervention program may also include:

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

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

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

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

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

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

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

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

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

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

## **6039**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **6042 Projection Maps**

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

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

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

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

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

**6044**  
**Participation and Assignment of Athletic Teams**

**Designation of Athletic Team or Sport.** The terms male, female, and coed are defined as provided by state law. All athletic and sports teams of the district are hereby designated as male, female, or coed as follows:

<b>Sport/Team</b>	<b>Designation</b>
Football	Male
Volleyball	Female
Cross Country	Male and Female Teams
Golf	Male and Female Teams
Basketball	Male and Female Teams
Wrestling	Male and Female Teams
Track	Male and Female Teams
Track and Unified Track	Male, Female, and Coed Teams
Bowling and Unified Bowling	Male, Female, and Coed Teams
Baseball	Male
Softball	Female
[INSERT ALL OF YOUR SPORTS]	

**Participation on Assigned Teams.** Males shall not participate on teams designated for females. Females may only participate on male teams when there is no female team offered or available for such sport. Males and females may participate on coed teams and in coed events as long as their participation is consistent with the eligibility and other rules of that team or event.

**Determination of Student Sex.** To determine eligibility, a student and the student's parent or guardian shall provide the district with confirmation of the student's sex on a document signed by a doctor or signed under authority of a doctor.

**Conduct of Visitors and the Public.** Visitors and members of the public attending district interscholastic team activities are expected to comply with all district policies and practices, including sportsmanship rules.

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

## 6045

### **Behavioral Intervention**

**General Approach.** The district utilizes a tiered system of support to foster a positive school climate and culture, encourage appropriate student behavior, and provide the necessary supports for academic and behavioral success.

**Interaction with Student Discipline Policy.** This policy does not replace the Student Discipline policy or limit the District's authority under the Student Discipline Act when behaviors warrant action under that policy or Act.

**Classroom Removal.** Students may be removed from the classroom if the student poses a threat to their own safety, the safety of others, or the environment or if the student's behavior is disruptive to the learning environment. When appropriate, prior to removal staff should consider the use of de-escalation techniques, behavior redirection, or other Tier 1 or Tier 2 or comparable interventions.

When classroom removal is appropriate, the District will consider whether the student requires additional support to transition back to the classroom and continue to monitor the student's behavior to adjust interventions and supports as needed.

**Required Training.** The School District, independently or through the educational service unit, will develop and provide behavioral awareness and intervention training to employees with behavioral management responsibilities. Each employee with behavior management responsibilities must complete the behavioral awareness and intervention training during the 2026-27 school year or during the first year of employment with the district. The length of such training will be determined by the Superintendent or designee and will be sufficient to meet the requirements of Nebraska law and district policy.

**Behavioral Awareness Point of Contact (BAPC).** Each school building must designate one or more school employees as a BAPC. Each BAPC must have knowledge of community services providers and other resources available for students and families. Each BAPC must coordinate access to support services for students.

The BAPC will be identified on the district website and in the school directory.

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

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

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

**6046**  
**Right to Access to School Library Materials**

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

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

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

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

## **3003**

### **Bidding for Construction, Remodeling, Repair, or Site Improvement**

#### **I. Applicability of this policy.**

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

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

#### **II. Projects with an Estimated Cost of Less than \$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: \_\_\_\_\_

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

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

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

**I. Applicability of the Policy**

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

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$136,000, the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. §§ 13-2901 through 13-2914), energy financing contracts (NEB. REV. STAT. §§ 66-1062 through 66-1066), other applicable state laws, and the board's general policy on Bidding for Construction and Related Projects. In addition, all procurement and construction shall comply with the rules and requirements of 2 CFR part 200.317 through 200.327 and 34 CFR sections 75.601 through 75.615. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

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

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

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

### **III. Construction Projects with an Anticipated Cost of Under \$350,000**

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

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

##### **1. Construction with an Anticipated Cost of up to \$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.

##### **2. Construction with an Anticipated Cost of between \$15,000 and \$350,000 (Simplified Acquisition Procedures)**

For construction projects subject to this policy, simplified acquisitions are purchases that, in the aggregate amount, is 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.

**B. Construction Projects with an estimated cost of between \$136,000 and \$349,999 will be made pursuant to the District's Policy on Bid Letting and Contracts.**

Pursuant to Nebraska law, construction projects which have an

anticipated aggregate cost of \$136,000 or more are subject to state public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106). The board will follow its standard policy on bid letting and contracts for construction projects financed with federal funds which have an anticipated aggregate cost of between \$136,000 and \$350,000.

#### **IV. Construction Projects with an Anticipated Cost Over \$350,000**

A. Sealed Bids: All constructions projects subject to this policy with an anticipated cost of \$350,000 or more will be publicly solicited using the sealed bid method

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

business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

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

#### B. Advertising for Bids.

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

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

#### C. Bid Documents

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

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

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

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

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

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

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

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

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

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

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

### **A. Required Terms**

The non-Federal entity's contracts must contain the applicable provisions required by section 200.327 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. This includes a "Buy American" provision that provides that as appropriate and to the extent consistent with law, the District and contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of the Buy American provision must be included in all subawards including all contracts and purchase orders for work or products under this award.

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

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

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

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

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

## D. Debarment and Suspension

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

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

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

## E. Settlements of Issues Arising Out of Contract

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

## F. Record Keeping

### 1. Record Retention

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

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

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.334.
  - c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.
2. Maintenance of Construction Records for Projects Financed with Federal Funds
- a) The District must maintain records sufficient to detail the history of all construction projects financed with federal funds. These records will include, but are not necessarily limited to the following: rationale for the method of construction, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
  - b) Retention of construction records shall be in accordance with applicable law and Board policy.

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

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

### C. Favors and Gifts

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

### D. Enforcement

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

## **VII. Financial Management**

### A. Identification.

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

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

#### B. Financial Reporting

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

#### C. Accounting Records

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

#### D. Internal Controls

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

#### E. Budget Control

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

#### F. Payment Methods

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

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

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

#### G. Allowability of Costs

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

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

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

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

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

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

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

#### I. Cost Sharing or Matching

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

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

#### J. Documentation of Personnel Expenses

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

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

#### A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.327 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

#### B. Contracting with Certain Vendors

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

area firms are used when possible consistent with state law.

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

### C. Record Keeping

#### 1. Record Retention

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

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

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

2. Maintenance of Procurement Records

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

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

D. Privacy

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

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

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

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

## **3004.1**

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

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

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

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

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

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

The District maintains the following purchasing procedures.

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

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

## **B. Methods of Purchasing**

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

### **1. Purchases up to \$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: \_\_\_\_\_  
Revised on: \_\_\_\_\_  
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: \_\_\_\_\_

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

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

**3061**  
**ACH Originator**

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: \_\_\_\_\_

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: \_\_\_\_\_

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

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

**4056**  
**Resignation of Certificated Staff**

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

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

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

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

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

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

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

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

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

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

### **Required Attendance**

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

### **Mandatory Attendance Age**

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

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

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

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

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

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

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

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

### **Prohibition on Discontinuing Enrollment – Abuse or Neglect Investigation**

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

### **Attendance Officer**

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

### **Excused Absences – Physical or Mental Illness**

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

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

### **Expectations for Regular Attendance:**

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

### **Attendance Incentives:**

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

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

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

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

**First Stage Response to Absences**

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

**Second Stage Response to Absences**

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

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

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

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

## **5003 Admission of Part-Time Students**

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

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

1. is of appropriate age to attend school;
2. is a resident of this school district;
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 1st prior to the year of enrollment. For second semester high school courses, the application must be filed by December 1st. 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 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.

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: \_\_\_\_\_

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

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

## **5004 Option Enrollment**

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

## 1. Definitions

- a. **Option Student Defined.** Option student means a nonresident student who has chosen to attend the school district under the provisions of the option enrollment program.
  - b. **Resident School District Defined.** Resident school district means the school district in which a student resides or in which the student is admitted as a resident of the school district pursuant to state law.
  - c. **Option School District Defined.** Option school district means the school district that a student chooses to attend other than his or her resident school district.
  - d. **Elementary School Defined.** Elementary school means grades K - 5.
  - e. **Middle School Defined.** Middle school means grades 6 - 8.
  - f. **High School Defined.** High school means grades 9 through 12.
  - g. **Individual Student Defined.** Individual Student means the individual person seeking to begin attendance as an option student in the school district and who such person's parent or legal guardian has identified in a written application for option enrollment submitted to the school board.
  - h. **Applicants Defined.** Applicants means the Individual Student together with all siblings of the Individual Student.
  - i. **Siblings Defined.** Siblings means all children residing in the same household on a permanent basis who have the same mother or father or who are stepbrother or stepsister to each other who have not received a high school diploma or its equivalent.
2. **Persons Entitled to Apply for Option Enrollment of Students.** Only parents and legal guardians may apply for option enrollment of students. Applications filed by foster parents and adults acting *in loco parentis* are not authorized and will be automatically denied.
3. **Duties, Entitlements and Rights of Option Students.** Except as otherwise provided herein, once an option student's option enrollment

application has been accepted he/she shall be treated as a resident student of the school district.

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

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

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

- a. **Special Education Capacity.** Capacity for special education services will be determined on a case-by-case basis. If an application for option enrollment received by the school district indicates that any of the Applicants has an individualized education program under the federal Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., or has been identified as a student with a disability as defined in section 79-1118.01, the application will be evaluated by the director of special education services or the director's designee who must determine if the school district and the appropriate class, grade level, or school building has the capacity to provide all of the Applicants the appropriate services and accommodations. The Federal Educational Rights and Privacy Rights Act (FERPA) (20 U.S.C. § 1232g) permits the release of education records when a student seeks or intends to enroll in a different school district.

- b. **Numeric Capacity.** The board of education may set the numeric capacity of programs, classes, grade levels, or school buildings by operation of this policy or through freestanding action by the board. Numeric Capacity will be determined based upon available staff, facilities, projected enrollment of resident students, and projected number of students with which the option school district will contract based on existing contractual arrangements. Individuals seeking information about the numeric capacity set by the board may contact the superintendent for a copy of that resolution.
- c. **Programmatic Capacity.** In addition to the numeric capacity standards referred to above, the board may, by resolution, prior to October 15 of each school year, declare a program, a class, or a school unavailable for the next school year to option students due to lack of capacity. Individuals seeking information about the programs that have been declared to be unavailable due to lack of capacity may contact the superintendent for a copy of the board's resolution.
- d. **Other Standards for Acceptance or Rejection of Option Enrollment Applications.** In addition to the numeric and programmatic capacity standards outlined above, the school district shall not accept any application for option enrollment when enrollment of any of the Applicants:
  - i. Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to any of the Applicants;
  - ii. Would require the procurement of new equipment, technology, or furnishings;
  - iii. Would cause or require the rearrangement of caseloads for staff and contracted professionals;
  - iv. Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
  - v. May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.
- e. **Prohibited Standards.** The school district shall not base the decision to accept or reject the application of the Individual Student on any of the Applicants' previous academic achievement, athletic or other extracurricular ability, disabling condition(s),

proficiency in the English language, or previous disciplinary proceedings.

- f. **Order of Acceptance.** If there are more option student applicants for any program, class, grade level or school building than can be accepted into such program, class, grade level or school building, applicants shall be accepted
    - i. in the order in which written applications were received by the school district.
  - g. **Maximum Capacity Report.** The school district will annually establish, publish, and report the capacity for each school building under the district's control pursuant to procedures, criteria, and deadlines established by the Nebraska Department of Education.
- 6. False or Misleading Option Applications.** If, prior to the Individual Student's attendance as an option student, the school district discovers that a previously accepted option application contained false or substantively misleading information about any of the Applicants, the option application will be rejected.
- 7. Academic Credits and Graduation.** The school district shall accept credits toward graduation that were awarded by another school district, and shall award a diploma to an option student if the student meets the graduation requirements of the school district.
- 8. Information Regarding Schools, Programs, Policies and Procedures.** The school district, its officers and employees, shall make information about the school district and its schools, programs, policies and procedures available to all interested people.
- 9. Procedure for Students Optioning Into or Out of the School District.**
- a. The parent or legal guardian of any student desiring to option into or out of the school district shall submit a proper and timely application to the board of education and the other affected school district for enrollment during the following and subsequent school years. Any application requiring the approval of the school district shall be deemed submitted when the application is actually received in the school district's business office.

- b. On or before April 1<sup>st</sup>, the school district shall notify the parent or legal guardian of any Individual Student who has submitted an application to option into the school district and the resident school district, in writing, whether the application is accepted or rejected. If an application is rejected, the reason for such rejection shall be stated in the notification. This written notice shall be sent via certified mail to the address listed on the option application.

## **10. Late Applications and Requests for Release**

- a. The board of education may refuse a request of a student seeking to option out of the school district when the option application is submitted after March 15<sup>th</sup> under the following conditions:
  - i. When the district has already entered into contracts with teaching staff for the following school year;
  - ii. When the district has already contracted for the performance of specific services for the student;
  - iii. When the release of the student would have a negative financial impact or loss of revenue for the district.
- b. The board of education will approve late applications to option into the district under the following conditions:
  - i. When the resident district has released the student, or if the student is an option student at the time of such application and applying to become an option student at a subsequent option school district, a release approval from the option school district the student is attending at the time of such application;
  - ii. When the student's late enrollment into the district meets the standards for acceptance or rejection of option students contained elsewhere in this policy;
- a. The superintendent will notify parents or guardians who have submitted properly completed option applications after March 15<sup>th</sup> no later than 60 days following submission of the application of the board's acceptance or rejection of the application.

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

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

11. **Cancellation of Option.**

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

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

12. **Authority of Superintendent.**

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

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

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

## **5035 Student Discipline**

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in this policy and the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, referral to restorative justice practices or services, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a Parent 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/newcomers; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
  - i. Bullying which shall include cyberbullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing

to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;

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

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

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

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

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

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

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

School employees will comply with the requirements of the NDE Rule 59 protocol 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: \_\_\_\_\_  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

## CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT

THIS CONTRACT is made by and between the Board of Education of the **Adams County School District 01-0018, a/k/a Hastings Public Schools**, hereinafter referred to as “the Board,” and **John Hauser**, hereinafter referred to as “the Superintendent.”

WITNESSETH: That in accordance with action taken by the Board, as recorded in the minutes of the Board meeting held on the [REDACTED] day of [REDACTED], 2026, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the following terms and conditions:

**1. Term of Contract.** This Contract is for a term beginning on the 1st day of July, 2026, and expiring on the 30th day of June, 2028 , unless extended under the terms of this section (an "Extended Term"). A "contract year" for purposes of this Contract shall be from July 1 to June 30. Extensions ("roll-overs") may occur as follows:

a. Superintendent's Notice of Intent to Extend. Each year after the Contract Year, the Superintendent's Notice of Intent to Extend shall be given to the President of the Board between October 15th and December 1st. In the event a Superintendent's Notice of Intent to Extend is not given within the specified time, the Contract may not be extended.

b. Board Action on Notice of Intent to Extend. In the event the Board has received a Superintendent's Notice of Intent to Extend, the Board shall have until on or before December 31st each year thereafter to give a Notice of Intent to Not Extend. In the event the Board does not give a Notice of Intent to Not Extend or a notice of possible non-renewal or cancellation, the Contract shall be extended for an additional term of one contract year.

c. Notice of Non-Renewal. The failure to extend does not automatically affect a non-renewal of the Contract. The deadline to give a notice of non-renewal is April 15th.

**2. Salary.** The annual salary for the 2026-2027 contract year shall be \$225,000.00.. The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, not to reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract, provided, however, that, in making any such salary adjustment, it shall not be considered that the District has entered into a new Contract nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

Each monthly salary installment shall be paid on or before the sixteenth (16th) day of each month during the term of this agreement. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security, and School Employees' Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

**3. Benefits.** As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

a. Leave Benefits. The Superintendent shall be allowed 23 working days of vacation leave and ten (10) working days of sick leave during each contract year, exclusive of legal holidays. Vacation days are to be used in a manner and at times selected by the Superintendent, provided that the Superintendent make reasonable efforts to not schedule vacations which would cause the Superintendent to not be able to attend regularly scheduled meetings of the Board of Education. It is desirable that the Superintendent use the allotted vacation time each year. However, when this is not possible, days may accumulate for future vacation use or for reimbursement up to a maximum accumulation of 23 days. Up to one half of the annual allotted vacation days may be carried forward each year to accumulate until the maximum is reached.

b. Section 125 Plan and LTD Insurance. The Superintendent may elect to participate in the School District's Section 125 Plan through a salary deduction agreement for the purchase of group health/dental insurance. The Superintendent may elect to pay the premium for Long Term Disability insurance that shall provide the Superintendent with a benefit equal to Sixty-Six and Two-Thirds percent (66.67%) of the total of the Superintendent's salary hereunder.

c. Meetings and Dues. The Superintendent shall attend appropriate professional meetings at the local, state, and national levels, provided that such attendance does not interfere with the proper performance of Superintendent's duties. In addition, the District shall pay the Administrator's annual dues to the Nebraska Council of School Administrators. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies.

d. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of the Superintendent's official duties outside the District and the immediate area contiguous to the District and considered to be a part of the Hastings' area shall be reimbursed at the rate set annually by the Board for District travel.

e. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District.

f. Other Benefits. The Superintendent may be provided such other benefits as are provided to employees of the District in the Board's discretion, except as otherwise provided herein, provided the Superintendent meets the conditions and eligibility requirements for such benefits.

**4. Duties.** The Superintendent is employed as the Superintendent. The Superintendent shall perform the duties of such positions as are regularly and customarily expected for such position and such duties and responsibilities as are set forth in Board Policy and/or Regulations for such position. The Superintendent shall be subject to such other duties as the Board may assign from time to time. The Superintendent agrees to devote full time to the assigned duties, provided that, with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties.

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations, and directions of the Board of Education. The Superintendent shall in all respects diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

**5. Board-Superintendent Relationship.** The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District and shall have primary responsibility for implementation of Board policy. The Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulation and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements, provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and collectively, to promptly refer all criticism, complaints, and suggestions called to its attention to the Superintendent for action, study, or recommendation, as appropriate.

**6. Superintendent Physical:** The Superintendent may be provided a comprehensive medical examination in each contract year at the Board's expense. To be reimbursed for such medical examination, the Superintendent shall provide the Secretary of the Board of Education with a statement from the physician certifying to the physical competency of the Superintendent to perform the essential functions of the Superintendent's position. Such statement shall be placed in a separate medical personnel file and remain confidential as and to the extent permitted by law.

**7. Evaluation of the Superintendent.** The Superintendent shall be evaluated twice during the 2026-2027 school year, and once each contract year thereafter, unless the Board deems additional evaluations appropriate. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a response to the evaluation, which response shall be placed in the Superintendent's personnel file. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate.

**8. Contract Termination:** In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to, (1) becoming legally disqualified to perform as a superintendent in the State of Nebraska; (2) participating in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) making any representations in this Contract which are determined to be false or incorrect; and (6) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced by the Board President in accordance with applicable law. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the salary paid but not earned prior to the date of termination of this Contract and any sums owing to the District by the Superintendent shall be set off from sums due to the Superintendent; and, if the sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

The Board of Education may require a certificate of health and physical fitness of the Superintendent in accordance with applicable law at any time while this Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical capacity or any reason beyond the Superintendent's control and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits; and, if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the position for which the Superintendent is employed, the Board of Education may, at its option, terminate this agreement, whereupon the respective duties, rights, and obligations hereof shall terminate.

**9. Representations and Legal Requirements.** The Superintendent affirms that: (1) the Superintendent holds, or will hold, a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Superintendent is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate; and, if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or pled no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral turpitude, or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

There shall be no penalty for release or resignation by the Superintendent from this Contract, provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees' Retirement Act.

**10. Governing Laws.** The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

**11. Amendments and Severability.** This Contract may be modified or amended only in writing, duly authorized and executed by the Superintendent and the Board. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

Dated this \_\_\_ day of \_\_\_\_\_, 2026      Dated this \_\_\_ day of \_\_\_\_\_, 2026

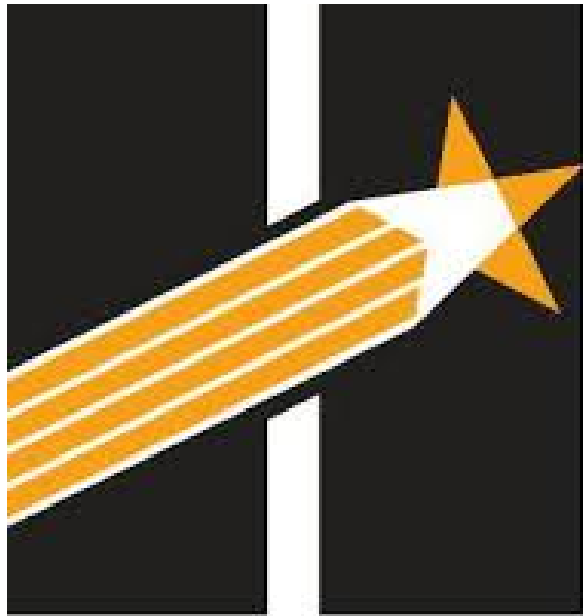
By: \_\_\_\_\_  
President, Board of Education

By: \_\_\_\_\_  
John Hauser, Superintendent

# Multicultural Education

## *Hastings Public Schools*

2025-2026



HASTINGS  
PUBLIC SCHOOLS

<https://hastingspublicschools.org>

*Notice of Discrimination: The Hastings Public School District does not illegally and unjustly discriminate on the basis of sex, disability, race (including skin color, hair texture, and protective hairstyles), color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth, sexual orientation or gender identity, or related medical condition, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups.*

### **Alcott Elementary**

313 North Cedar Avenue  
462-461-7580

### **Hawthorne Elementary**

2200 W. 9th Street  
462-461-7540

### **Longfellow Elementary**

#28 Hastings Avenue  
462-461-7584

### **Lincoln Elementary**

220A Franklin Avenue  
402-461-7589

### **Morton Early Learning Center**

731. N Baltimore  
462-461-7545

### **Watson Elementary**

1770 Crane Avenue  
402-461-7593

### **Hastings Middle School**

201. N. Marian Road  
402-461-7320

### **Hastings Senior High School**

11.00 W 14th Street  
402-465-7590

# Section 1: District Identity

## Mission Statement

### The Mission of the Hastings Public Schools

Our fundamental purpose is to assure all students acquire the knowledge, skills, and behaviors essential to be successful individuals and responsible citizens.

## Vision Statement

### The Vision of the Hastings Public Schools

As the cornerstone of educational excellence in our community, we will continuously and passionately strive to be high performing. Our Learning Community will effectively meet the unique learning needs of each and every student.

## Staff Commitments

Adopted by the Hastings Public Schools Board of Education on September 17, 2018, staff are committed to:

- Having high academic and behavioral expectations for all students.
- Maintaining high professional expectations of themselves and others.
- Analyzing data to guide instruction, to intervene, to enrich, to adjust programming and practices, to engage stakeholders, and to celebrate success.
- Collaborating within the culture of a professional learning community in order to create equity and achieve student success.
- Building positive relationships with stakeholders to ensure a safe and orderly environment.
- Pushing beyond student academic excellence toward excellence in all aspects of life.

**These commitments are directly congruent with multicultural education goals. A safe and inclusive environment, equitable practices, and data-driven instruction are foundational conditions for all students to see themselves reflected in and affirmed by their schooling experience.**

# Section 2: Legal & Regulatory Framework

The multicultural education program of Hastings Public Schools is grounded in Nebraska state law and the accreditation requirements established by the Nebraska Department of Education. The following citations form the regulatory foundation for this report.

# Nebraska Revised Statute §79-720: Multicultural Education Program

Neb. Rev. Stat. §79-720 – Enacted 1992; Amended 1993, 1996, 2011

(1) Each school district, in consultation with the State Department of Education, shall develop for incorporation into all phases of the curriculum of grades kindergarten through twelve a multicultural education program. (2) The department shall create and distribute recommended multicultural education curriculum guidelines to all school districts. Each district shall create its own multicultural education program based on such recommended guidelines. (3) The incorporation of the multicultural education program into the curriculum of each district shall not change (a) the number of instructional hours prescribed for elementary and high school students or (b) the number of instructional hours dedicated to the existing curriculum of each district.

## Nebraska Rule 10 – Accreditation Requirements for Multicultural Education

Nebraska Administrative Code, Title 92, Chapter 10 (Rule 10), effective June 2, 2024, establishes specific requirements for multicultural education as conditions of accreditation. Non-compliance with these provisions is not subject to waiver under Section 013.01 of Rule 10.

### Rule 10 §002.05 – Definition of Core Curriculum

Rule 10 §002.05

"Core Curriculum means a curriculum which includes language arts, social studies, science, mathematics, career and technical education, world language, visual and performing arts, and personal health and physical fitness and which, in public schools, incorporates multicultural education in all areas."

### Rule 10 §003.04 – Mandatory Requirement

Rule 10 §003.04 – Required Programs and Procedures (Non-Waivable)

"Each public school district must incorporate multicultural education in all areas of the curriculum of grades kindergarten through twelve, as provided in Section 004.01F of this Chapter. ... These requirements are based on statute and cannot be waived through Section 013.01 of this Chapter."

### Rule 10 §004.01F – Multicultural Education in the Instructional Program

Rule 10 §004.01F – Core Requirement

"The instructional program in public schools incorporates multicultural education in all curriculum areas at all grades. Multicultural education includes, but is not limited to, studies relative to the culture, history, and contributions of African Americans, Hispanic Americans, Native Americans, Asian Americans and European Americans with special emphasis on human

relations and sensitivity toward all races. The regulation is based on statute and cannot be waived.”

Rule 10 §004.01F further specifies five sub-requirements that all public school districts must meet:

Citation	Requirement
§004.01F1	The public school district has a statement of philosophy or mission for the multicultural education program. Local program goals address multicultural education.
§004.01F2	The public school district curriculum guides, frameworks, or standards incorporate multicultural education.
§004.01F3	The public school district multicultural education program includes a process for selecting appropriate instructional materials. ( <a href="#">Ex. ELA Adoption process</a> )
§004.01F4	The public school district has a process for provision of staff development in multicultural education including professional development for administrators, teachers, and support staff which is congruent with public school district and program goals.
§004.01F5	The public school district has a process for periodic assessment of the multicultural education program. An annual status report is provided to the school board.

## Additional Curricular Requirements

Rule 10 further embeds multicultural education throughout all grade-level curricula:

- Rule 10 §004.02A3 (Elementary): Social Studies must include experiences drawn from “cultural studies” and human relations.
- Rule 10 §004.03A4 (Middle Grades): All history courses must stress contributions of all ethnic groups in the development and growth of America.
- Rule 10 §004.04B2 (Secondary): All Social Science history courses must stress contributions of all ethnic groups in the development and growth of America.
- Rule 10 §009.01A (School Improvement): The continuous school improvement process in public schools incorporates multicultural education as described in §004.01F.

## Section 3: Compliance with Rule 10 §004.01F1

### Philosophy and Mission for Multicultural Education

Rule 10 §004.01F1 requires that the public school district has a statement of philosophy or mission for the multicultural education program and that local program goals address multicultural education.

## HPS Statement of Philosophy

### Multicultural Education Philosophy – Hastings Public Schools

Hastings Public Schools is committed to providing a culturally responsive and inclusive learning environment that affirms the dignity, history, and contributions of all people. We believe that multicultural education is not a supplement to the curriculum but is woven into every subject area and grade level, PreK through 12. Our goal is to prepare all students to thrive in and contribute to a diverse and interconnected society, and to develop the empathy, critical thinking, and civic responsibility necessary to be successful individuals and responsible citizens—consistent with our district mission.

## Alignment to District Mission and Vision

The district’s mission to “assure all students acquire the knowledge, skills, and behaviors essential to be successful individuals and responsible citizens” directly requires multicultural competency. The district vision specifically commits to meeting “the unique learning needs of each and every student,” which inherently includes cultural identity, linguistic background, and lived experience. Staff commitments further reinforce this through explicit language about equity, positive relationships, and a learning environment that “celebrates individuals’ differences and diversity.”

## Program Goals

The following goals guide the HPS multicultural education program:

- Integrate the culture, history, and contributions of African Americans, Hispanic Americans, Native Americans, Asian Americans, and European Americans into all curriculum areas and grade levels.
- Develop instructional materials selection processes that reflect diverse perspectives and represent all student populations within HPS.
- Provide ongoing, job-embedded professional learning in multicultural education for all certificated and support staff.
- Assess multicultural education implementation annually through [the HPS Multicultural Checklist](#) and report findings to the Board of Education.
- Foster human relations skills and cultural sensitivity in all students through daily instructional practice.

## Section 4: Compliance with Rule 10 §004.01F2

### Curriculum Guides, Frameworks, and Standards

#### Curriculum Framework Alignment

HPS utilizes Marzano’s New Art and Science of Teaching as its instructional framework, ensuring that high-quality instructional strategies are paired with multicultural content. Lesson design includes explicit learning objectives that name both content goals and cultural connections.

## Evidence of Multicultural Integration Across Curriculum Areas

The following table reflects documented instructional activities from the [HPS Multicultural Education Checklist \(2025–2026\)](#). These entries represent the breadth of multicultural curriculum integration across grade levels and subject areas. Documentation is organized by cultural groups as required by §79-720 and Rule 10 §004.01F.

▶ EARLY CHILDHOOD			
Cultural Group(s)	Grade / Content	Subject Area	Topic / Objective / Activity
African American, Asian American, Native American, Hispanic American, Other	PreK / All Preschool	Literacy & Social Studies	Winter Holidays Around the World: Kwanzaa, Hanukkah, Lunar New Year, Diwali, Las Posadas
Other (Various Cultures)	PreK / All Preschool	Literacy & Social Studies	Christmas Around the World — how Christmas is celebrated in other countries
All Cultures (Global)	K / Longfellow	Social Studies	Monthly Global Assembly — speakers discuss a specific country's culture
Native American	K / Gen Music	General Music	Lullaby (Pawnee) — Steady beat drumming activity; Rhythm/Timbre
Japanese	K / Gen Music	General Music	Ame Ame — Singing, listening, non-pitched percussion; beat/rhythm, timbre
Hispanic American	K / Gen Music	General Music	Matarile — Call and Response singing game; Melody/Form
French Canadian	K / Gen Music	General Music	Scie le bois — Singing game; varying tempi, phrasing, same/different; Melody
African American	K / Gen Music	General Music	All Around the Kitchen — Singing game, creative movement; Rhythm/Melody
African American	1 / Himmelberg-Art	Art	African American Dancing Designs
Chinese/Asian American	1 / Himmelberg-Art	Art	Chinese New Year — Glowing Lanterns (also listed under Other)

All Cultures	1 / Social Studies	Social Studies	Diversity discussions – unique customs, religions, and family traditions
Jewish/Other	1 / Gen Music	General Music	Hanukkah (GP Gr. 1 Pg. 39-40) – Children's Hanukkah Song & Dance; Rhythm/Harmony
Hispanic American	1 / Gen Music	General Music	La Piñata (GP Gr. 1 Pg. 45) – Pulse identification; Rhythm/Melody
Japanese	1 / Gen Music	General Music	Yuki Song (GP Gr. 1 Pg. 36) – Pulse identification, percussion; Rhythm/Melody
African/Ghanaian	1 / Gen Music	General Music	Kye Kye Koolay (MP Gr. 1 #19, Ghana) – Singing, playing, creating; Rhythm/Melody
African American	2 / Himmelberg-Art	Art	African American Dancing Designs (Feb.)
All Cultures (Multiple)	2 / 2nd Grade Teachers	Reading/EL A	Reading curriculum stories featuring diverse cultures: Earth Dragon Awakes, Friends Around the World, Change Makers, Pioneers to the West, A Chair for My Mother, Marching with Aunt Susan, Going West, Mother of the Mountains, and others
All Cultures	2 / 2nd Grade	Science	Journeys Unit 3 Wk. 13 – 'Schools Around the World'
All Cultures	2 / 2nd Grade	Social Studies	My World – Ch. 6 'Our American Culture'; Ch. 1 'Families'; Ch. 5 'Making a Difference'
African American	2 / 2nd Grade (Jan.)	Social Studies	Martin Luther King Jr. – District Patriotic Requirements
Native American	2 / Gen Music	General Music	Sioux Lullaby (GP Gr. 2) – Singing, playing, listening; Melody/Harmony/Form
Hispanic American	2 / Gen Music	General Music	Que Llueva (GP Gr. 2) – Singing, playing, moving; Melody/Harmony

Japanese	2 / Gen Music	General Music	Naka Naka Hoi (GP Gr. 2) – Singing, moving; Melody
African/Ghanaian	2 / Gen Music	General Music	Obwisana (MusicPlay) – African song, singing, exploration; Rhythm/Imitation

► ELEMENTARY

Cultural Group(s)	Grade / Content	Subject Area	Topic / Objective / Activity
African American	3 / Kelly-Art	Art	Jacob Lawrence Landscapes
African American	3 / Kelly-Art	Art	Alma Thomas Painting Project (Sept.)
African American	3 / Kelly-Art	Art	Jean Michel Basquiat Comparison Project (Sept.)
Brazilian/Hispanic	3–4 / Kelly-Art	Art	Romero Britto (Brazilian) Mosaic Project (Sept.)
Native American	3 / Himmelberg-Art (Jan.)	Art	Cave Paintings – Native American Art
Hispanic American	3 / All 3rd Grade	Reading/EL A	Roberto Clemente (1.5), Harvest Birds (2.8), Paca and the Beetle (6.26) – main story & leveled readers
Native American	3 / All 3rd Grade	Reading/EL A	Yonder Mountain (3.13), Two Bear Cubs (4.19), Foot Race Across America (6.26) – main story & leveled readers
Asian American	3 / All 3rd Grade	Reading/EL A	Pop's Bridge (1.4), Kamishibai Man (2.9), Dog of the Sea Waves (5.24) – main story & leveled readers
African American	3 / All 3rd Grade	Reading/EL A	Destiny's Gift (1.3) – main story & leveled readers

Hispanic American	3 / All 3rd Grade	Reading/EL A	Capoeira (trade book)
Asian American	3 / Hawthorne	Reading/EL A	Chinese New Year reading comprehension with paper lantern/dragon crafts
All Cultures	3 / All 3rd Grade	Social Studies	Thanksgiving — Patriotic Activity Log
Native American	3 / All 3rd Grade	Social Studies	Native American Heritage Day video — Patriotic Activity Log
African American	3 / All 3rd Grade	Social Studies	Martin Luther King Day — Patriotic Activity Log
All Cultures	3 / Alcott	Social Studies	Scholastic News — multiple cultures
All Cultures	3 / Longfellow	Social Studies	Global Learning Assemblies — different countries highlighted
Hispanic American	3 / Gen Music	General Music	Niño Querido (GamePlan) — Singing, playing; Melody/Harmony
Israeli/Middle Eastern	3 / Gen Music	General Music	Hora Agati (GamePlan) — Moving, listening; Rhythm/Form
African	3 / Gen Music	General Music	Ama Lama (GamePlan) — Singing, moving, playing; Rhythm/Melody/Pitch, Improvisation
African	3 / Gen Music	General Music	Zulu Dance (MusicPlay) — African Drumming; Listening/Responding
Native American	3 / Gen Music	General Music	Ceremonial Dance (MusicPlay) — Sacred music; Listen and Respond
Native American	4 / Himmelberg-Art (Jan.–Feb.)	Art	Native American Medicine Shields

Native American	4 / Kelly-Art (Mar.)	Art	Navajo Weaving
Hispanic American	4 / Casillas-Art	Art	Cave Paintings
Asian American (Japanese)	4-5 / Kelly-Art (Oct.)	Art	Yayoi Kusama Pumpkins
African American	4 / Journeys-All Teachers (Aug.)	Reading/EL A	Journeys Lesson 2 — Martin Luther King Jr.
Hispanic American	4 / Journeys-All Teachers (Oct.)	Reading/EL A	Journeys Lesson 10 — José Born to Dance
Asian American	4 / Journeys-All Teachers (Nov.)	Reading/EL A	Journeys Lesson 12 — The Earth Dragon Awakes
Hispanic American	4 / Journeys-All Teachers (Jan.)	Reading/EL A	Journeys Lesson 19 — Harvesting Hope: The Story of César Chávez
Native American	4 / Journeys-All Teachers (Feb.)	Reading/EL A	Journeys Lesson 20 — Sacagawea
Native American	4 / All Teachers	Social Studies	Nebraska Adventure Ch. 2 — Native American tribes of the Great Plains: ceremonies, hardships, land use; year-long Nebraska context
African	4 / Gen Music	General Music	Sagidi Sapopo (GP 4-6) — Rhythm/Harmony, Imitation/Improvisation
Caribbean/Other	4 / Gen Music	General Music	Shake the Papaya Down (GP 4-10) — Rhythm/Melody/Form
African/Ghanaian	4 / Gen Music	General Music	Sansa Kroma (GP 4-63) — Rhythm/Melody/Harmony, Improvisation/Visualization
French	4 / Gen Music	General Music	Ton Moulin (GP 4-70) — Rhythm/Melody/Harmony, Imitation/Exploration

Native American	4 / Gen Music	General Music	Sakitohwin (MP 4-43) — Rhythm/Melody/Form, Imitation/Improvisation
African American, Hispanic American, Asian, Israeli, European, African	4-5 / Niemeyer — Inst. Music	Instrumental Music	Elementary string curriculum (Habits of a Successful Young String Musician) — pieces from African American, Hispanic American, Asian, Israeli, European, African traditions; discuss musical/stylistic elements from each culture
African American, Hispanic American, Asian, Israeli, European, African	4-12 / Bernard-Stevens — Inst. Music	Instrumental Music	Lift Every Voice & Sing, All Day All Night, Swing Low Sweet Chariot; compositions of Soon Hee Newbold; Jorge Vargas La Bruja; Chinese/Australian, Israel/Palestine, Korea, Japan, Europe, Russia — diverse composers/cultures across concerts
Spanish/Catalan	5 / Kelly-Art (Sept.)	Art	Antoni Gaudí Architecture Project
African American	5 / Musgrave (2nd Q)	Reading/EL A	Novel Study: North to Freedom — Underground Railroad & Harriet Tubman
African American	5 / Musgrave (2nd Q)	Reading/EL A	Novel Study: Blended — African American experience
Asian American (Indian)	5 / Musgrave (1st Q)	Reading/EL A	Novel Study: Save Me a Seat — student from Bangalore, India
African American	5 / Creech (2nd Q)	Reading/EL A	Novel Study: Freedom Train — biography of Harriet Tubman (ON LEVEL Intervention)
All Cultures	5 / Creech (1st Q)	Reading/EL A	Novel Study: Kid Mummies — non-fiction about mummies from various cultures (ON LEVEL Intervention)
Native American	5 / Longfellow (1st Q)	Reading/EL A	Whole Group Novel Study: Sign of the Beaver — historical fiction
All Cultures (Multiple)	5 / HPS 5th Grade (Year-Long)	Reading/EL A	Journeys Reading Curriculum: A Royal Mystery, Off & Running, Double Dutch, Alisa's Diary, Storm Warriors, James Forten, We Were There Too!, Darnell Rock Reporting, Tucket's Travels, Birchbark

			House, Vaqueros, Rachel's Journal, Lewis & Clark, LAFFF
All Cultures (Multiple)	5 / HPS 5th Grade (Year-Long)	Social Studies	HMH My World – Building Our Country: covers multiple cultural groups year-long
Hispanic American	5 / Gen Music	General Music	Los Machetes (GP 5-120) – Rhythm game/dance; Rhythm/Form
African (Zimbabwe)	5 / Gen Music	General Music	Mai Nozipo (GP 5-47) – Identify musical families in the orchestra; Timbre
Native American / Iroquois	5 / Gen Music	General Music	Ho Ho Watanay (MP 5-55) – Orff instruments, improvisation; Exploration
French Canadian	5 / Gen Music	General Music	Ah! Si mon moine voulait danser! (MP 5-49) – Dance, Rhythm; Exploration
Chinese/Asian	5 / Gen Music	General Music	Chinese Temple (MP 5-95) – Listening
Brazilian/Hispanic	3-5 / Pedroza-Olson – PE	PE	Petaca – Brazilian volley-vert (Volleybirds)
All Cultures	3-5 / Williams – PE	PE	Olympics Unit – games, research on different countries (famous people, sports, food)
Hispanic American	K-5 / Olson – PE	PE/Wellness	Counting in Spanish up to 100; learning stretches at Wellness Day
Native American	K-5 / Williams – PE	PE	Lacrosse – Native American origins
Native American	K-5 / Rehbein & Kauffman – Library (Nov.)	Library	Native American Heritage Month – books on display by Native American authors and with Native American characters
African American	K-5 / Kauffman – Library (Feb.)	Library	African American Heritage Month – books on display

Asian American	K-5 / Kauffman — Library (May)	Library	Asian American Heritage Month — books on display
Hispanic American	K-5 / Kauffman — Library (Sept. 15–Oct. 15)	Library	Hispanic American Heritage Month — books on display
All Cultures (Multiple)	5 / Matticks — Band	Band	Tradition of Excellence Method Book — diverse music; Artist-in-Residence (e.g., Keri Chryst from Paris on American Jazz across cultures)

► MIDDLE SCHOOL

Cultural Group(s)	Grade / Content	Subject Area	Topic / Objective / Activity
All Cultures	7 / Ferreri-Art (Aug., Oct., Feb., Apr.)	Art	Masks of Many Cultures
All Cultures	8 / Ferreri-Art (Sept. & Jan.)	Art	Graffiti as Created by Street Artists of Many Cultures
African American, Asian American, Native American, Hispanic American, Other	6 / MS Vocal Music (O,N,D,J,F)	Vocal Music	Diwali, Kwanzaa, Lunar New Year, MLK Jr., African Drumming, Chinese Cultural Fair (2025)
African American, Asian American	7–8 / Pennington-Franzen (Jan./Feb.)	Vocal Music	MLK Jr., African Drumming, Chinese Cultural Fair (2025)
All Cultures	6–8 / Select Choirs (Annual)	Vocal Music	Honor choir performs music from diverse composers and cultures
All Cultures (Multiple)	6–8 / Sentelle — Inst. Music (Year-Long)	Instrumental Music	2023: Atlantis, Sahara, Embark, Bazaar (Middle Eastern), Feliz Navidad (Mexican), Sea Song Trilogy; 2024: Danza de España, Point Five, Tambora (Dominican Republic/Indonesian), Sakura (Japanese), Byzantine Dances (Greek); 2025: A Little Bit of Latin, Across the Serengeti (Tanzania/Kenya), Eagle Point Overture, Festival of Lights (Hanukkah), Two Renaissance Noels (French Renaissance)

All Cultures (Ancient Civilizations)	6 / Haynes-Wissing-Jorgensen (On-Going)	Social Studies/World Cultures	Year-long emphasis on cultures and history of ancient civilizations beyond the U.S. scope
Native American	6-7 / Jorgensen – World Cultures (Wk. 1)	Social Studies/World Cultures	Native American culture and its impact on contemporary society
Arab-Speaking Countries	6-7 / Jorgensen – World Cultures (Wk. 4)	Social Studies/World Cultures	Arab-speaking countries – culture presentation covering major cultural components
Asian American	6-7 / Jorgensen – World Cultures (Wk. 3)	Social Studies/World Cultures	Asian culture for major countries – how culture varies country to country and appears in the U.S.
French/European	6-7 / Jorgensen – World Cultures	Social Studies/World Cultures	French culture norms – students perform skit and discuss differences/similarities to U.S. culture
All Cultures (Multiple)	7 / Lindblad-McPhillips (On-Going)	Social Studies	Colonialism, Renaissance, Inca, Maya, Aztec history; African, East Asian, South Asian history
All Cultures	7 / Horacek-Welsch (4th Q)	English/ELA	Poetry from various sources and cultural backgrounds
All Cultures (Global)	7 / Kirkegaard-Binfeld (3rd Q)	Science	Plates Project (SC.7.8.4.b) – Examine school lunches from around the world to study matter/energy
All Cultures (U.S. History)	8 / Miles-Drake (On-Going)	Social Studies	Year-long U.S. history with multicultural lens throughout
African American	8 / Miles-Drake (Nov.-Dec.)	Social Studies	Compromise of 1820/1850
Native American	8 / Miles-Drake (Oct.)	Social Studies	Trail of Tears Lesson
Asian American, Other	8 / Miles-Drake (Dec.)	Social Studies	Gold Rush Discrimination / Transcontinental Railroad

Hispanic American, Native American, Other	8 / Miles-Drake (Nov.)	Social Studies	Mexican-American War, Mexican Cession, Treaty of Guadalupe Hidalgo
Asian American (Chinese American)	8 / Hickok-Gilmore (Sept.)	English/ELA	'The Great Rat Hunt' — autobiographical narrative by a Chinese-American family; used for narrative writing unit
Hispanic American	8 / Mullen-Watt (Sept.)	Reading/EL A	'I Can't Imagine Wanting to Dye My Hair Blond' — college essay by Christina Mendoza on navigating dual cultural identity
Native American / Inuit	8 / Mullen-Watt (Oct.-Nov.)	Reading/EL A	'The Story of Keesh' — survival legend set in a Native Eskimo tribe
Asian American (Indian)	8 / Mullen-Watt (Nov.-Dec.)	Reading/EL A	Life of Pi excerpt — character traits and theme; boy from India shipwrecked with a Bengal Tiger
African American	8 / Mullen-Watt (Jan.)	Reading/EL A	'How Black Scientists and Nature-Lovers Are Using Social Media to Elevate Their Voices' (Newsela) — author's purpose/perspective unit
Hispanic American	8 / Mullen-Watt (Feb.-Mar.)	Reading/EL A	'La Vida Robot' — true story of undocumented high school robotics team that defeats MIT; leads to discussion of the DREAM Act
Jewish/European	8 / Mullen-Watt (4th Q)	Reading/EL A	The Diary of Anne Frank (play) — Holocaust background
African American	8 / Mullen-Watt (4th Q)	Reading/EL A	The Crossover by Kwame Alexander — novel in verse in African American dialect (WIN)
Asian American (Indian)	8 / Mullen-Watt (4th Q)	Reading/EL A	Life of Pi excerpt (repeated in 4th quarter for character/theme study)
All Cultures (Multiple)	8 / Kissinger-Griffin (1st Q)	Science	'Science Is Everywhere: How Different Cultures Contributed to What We Know'
All Cultures	8 / Ochsner — Health (Semester)	Health	Nutrition unit — various food dishes from different cultures; taught first 3 weeks each semester

Native American	9–12 / Gegg — Library (Nov.)	Library	Native American Heritage Month — books on display by Native American authors and with Native American characters
Hispanic American	9–12 / Gegg — Library (Sept. 15–Oct. 15)	Library	Hispanic American Heritage Month — books on display

► HIGH SCHOOL

Cultural Group(s)	Grade / Content	Subject Area	Topic / Objective / Activity
Greek/European, Hispanic American	9–12 / Marquardt-Art	Art	Greek coil pot, Culture Pot, Alebrijes
Hispanic American (Day of the Dead)	5 / Himmelberg-Art (Oct.–Nov.)	Art	Hispanic Art Month — Day of the Dead Skulls (Note: listed as 5th grade but included here as well)
All Cultures	9–12 / Schlichtman-Art (Oct.–Nov.)	Art	Multicultural art project (specific details not listed)
African American, Asian American, Hispanic American, European, African	9–12 / Yost — Vocal Music (Annual)	Vocal Music	African American genres: Field Hollers, Slave Songs, Spirituals, Black Gospel, Jazz, Hip Hop; Asian: Contemporary Malaysian, Korean Folksongs; Latin American: South American Folk Songs; Canadian: Contemporary Canadian Choral; European: Traditional Mass, Classical, Renaissance, Baroque, Antiquities; African: Folk Song, South African Pop
All Cultures (Multiple)	9–12 / Ehmke — Inst. Music (Year-Long)	Instrumental Music	2025: Japanese Pictures (Kevin Mixon), Summertime (Gershwin), Spirit of Ostenaco (Jay Bocook), Keystone (JaRod Hall); 2024: Country Club Stomp (JaRod Hall), C-Jam Blues (Duke Ellington), Celtic Air and Dance; 2023: Celtic Holy Night — diverse composers/cultures across concerts
Hispanic American	9–12 / Hudson — Spanish 1 (Oct.)	Spanish 1	Día de los Muertos — calavera (skull) assignment

Hispanic American	9–12 / Hudson — Spanish 1 (Oct.)	Spanish 1	Country Research Project — 21 Spanish-speaking countries and capitals
Hispanic American	9–12 / Mueller — Spanish 1 (Oct.)	Spanish 1	Students learn the 21 Spanish-speaking countries and their capital cities
Hispanic American	9–12 / Mueller — Spanish 2 (Oct.–Nov.)	Spanish 2	Día de los Muertos ofrenda
Hispanic American	9–12 / Shaw — Spanish 2 (Oct.–Nov.)	Spanish 2	Día de los Muertos — videos and video response
Hispanic American, Chilean	9–12 / Shaw, Hudson, Mueller — Spanish 2 (Mar.–Apr.)	Spanish 2	Short novel <i>Casi Se Muere</i> — cultural practices in Chile
Hispanic American	9–12 / Shaw — Spanish 3 (Sept.)	Spanish 3	Historical, religious, and cultural significance of la plaza in Latin America — reading and discussion
Hispanic American (Spain)	9–12 / Shaw — Spanish 3 (Mar.)	Spanish 3	Typical living situations in large Spanish cities — compare/contrast with local community
Hispanic American	9–12 / Shaw — Spanish 4 (Sept.)	Spanish 4	Listening activities — careers, citizenship, conditional tense
Hispanic American, Latin American	9–12 / Shaw — Spanish 4 (Nov.)	Spanish 4	Webquest — Latin American/Spanish current fashion compared to local community fashions
Hispanic American (Multiple Ethnic Groups)	10–12 / Mueller — Spanish for Native Speakers (Oct.–Nov.)	Spanish/Native Speakers	<i>Cajas de Cartón</i> by Francisco Jiménez — struggles of migrant farm workers; themes of poverty
Hispanic American	10–12 / Mueller — Spanish for Native Speakers (Nov.–Dec.)	Spanish/Native Speakers	César Chávez — Mexican-American activist; vocabulary: boycott, union, fast, strike
Hispanic American	10–12 / Mueller — Spanish for	Spanish/Native Speakers	Día de los Muertos — reading, poems, ofrendas

	Native Speakers (Oct.–Nov.)		
All (Latin American Ethnic Groups)	10–12 / Mueller — Spanish for Native Speakers (Jan.)	Spanish/Native Speakers	Ethnic groups of Latin America: Europeans, Asians, Africans, Indigenous peoples
French-Caribbean (Haiti)	9–12 / Cecrle — French 1 (Jan.)	French 1	Historical and cultural information about Haiti
French-Caribbean (Martinique)	11–12 / Cecrle — French 3 (Mar.)	French 3	Historical and cultural information about Martinique
French-Caribbean (Guadeloupe)	11–12 / Cecrle — French 4 (Oct.)	French 4	Historical and cultural information about Guadeloupe
Native American	9–12 / Gegg — Library (Nov.)	Library	Native American Heritage Month — books on display by Native American authors and with Native American characters
Hispanic American	9–12 / Gegg — Library (Sept. 15–Oct. 15)	Library	Hispanic American Heritage Month — books on display by Hispanic American authors and with Hispanic American characters

## Section 5: Compliance with Rule 10 §004.01F3

### Process for Selecting Appropriate Instructional Materials

[\(Ex. Vision for Instruction & Core Beliefs for ELA in 2026\)](#)



#### Developing a Guaranteed and Viable Curriculum

Adoption & Implementation Process: A Guide for Success

A "guaranteed" curriculum means that we ensure the same content is taught in every classroom teaching the same grade or course. We ensure that all students have an opportunity to learn the critical content identified by the district or school. Viable means we are able to teach it to the level of understanding in the time available to do so.

(Click on each icon for resources to support you in the corresponding phase)

**Phase 1  
Vision**

Defining High Quality Instruction  
Plan your Process  
**Establish the Vision**  
Overview of Standards  
Instructional Shifts

**April 15, 2026  
(Vision for Instruction)  
August 7, 2026**

**Phase 2  
Materials**

Reviewing & Selecting  
Determine Rubric  
Pick Top 3 or 4  
Evaluate Materials  
**\*Make Decision**

**Sept. 25, 2026  
Oct. 15, 2026  
\*Jan. 4, 2027**

**Phase 3  
Curriculum**

Curriculum Mapping  
Pacing Guides  
Assessment Plan  
Materials Training  
Standards Alignment

**Feb. 15, 2027  
March 5, 2027  
April 16, 2027  
May 24–26, 2027**

**Phase 4  
Ongoing Support**

Coaching  
Collaborating  
Implementation Checks  
Additional Training  
Gather & Analyze Data  
Annually Reset  
New Teacher Training

**2027**

## Materials Selection Process

HPS uses a structured materials review process that incorporates multicultural criteria at each stage of selection. The process includes the following steps:

- Identification of Need: Curriculum coordinators and PLC teams identify gaps in cultural representation within current materials during annual curriculum reviews.
- Evaluation Criteria: Materials are evaluated using criteria that include accuracy of cultural content, respectful and non-stereotypical representation, diversity of authorship and perspective, and alignment to Nebraska Content Standards.
- Review Team: Materials review teams include teacher representatives, building administrators, and where possible, community members representing culturally diverse backgrounds present in the HPS student population.
- Approval: Materials meeting criteria are recommended to the Director of Curriculum, Instruction & Assessment and approved through the appropriate district process prior to classroom use.
- Library/Media Resources: School library collections are audited annually for cultural representation and diversity. New acquisitions are selected in part to fill identified gaps in cultural representation across all five groups specified in Rule 10 §004.01F.

## Section 6: Compliance with Rule 10 §004.01F4

### Staff Development in Multicultural Education

#### Professional Learning Structure

HPS provides multicultural education professional development through its Professional Learning Community (PLC) structure. PLCs function as collaborative forums where educators regularly examine teaching practices, student learning data, and curriculum implementation. Multicultural education is embedded within PLC work through all four PLC questions:

- PLC Q1 – What do we want students to know and be able to do? PLC teams identify which multicultural content standards and cultural competency skills are essential for all students.
- PLC Q2 – How will we know when students know/can do it? Teams develop assessments that measure content knowledge about diverse cultures and human relations skills.
- PLC Q3 – What will we do when students don't learn it? Teams design culturally responsive intervention strategies and varied representations of multicultural content.
- PLC Q4 – What will we do when students already know/can do it? Teams create enrichment experiences that deepen cultural knowledge and expand student perspectives.

#### Professional Development Actions Taken (2025–2026)

- Academic Language: High Expectations with NeMTSS (Webinar) or training with Dr. Katie Soto, February 16th.
- [Universal Design for Learning \(UDL\)](#) with Dr. Katy Novak at ESU 9, June 2026.

- Restorative Practices in Kearney in June 2026 and for school staff in August 2026.

All professional development in this area is aligned to the district's goals for equity, student success, and the mission to prepare "successful individuals and responsible citizens."

## Section 7: Compliance with Rule 10 §004.01F5

### Periodic Assessment of the Multicultural Education Program

#### Assessment Instrument: HPS Multicultural Checklist

HPS uses the Multicultural Checklist (2025–2026 Master) as the primary instrument for documenting and assessing multicultural education implementation across all buildings and grade levels. This checklist:

- It is organized by teacher, grade level, date, and subject area.
- Document lessons addressing each of the five cultural groups specified in Neb. Rev. Stat. §79-720 and Rule 10 §004.01F: African American, Asian American, Native American, Hispanic American, and other cultural groups.
- Captures the topic, learning objective, and instructional activity for each documented multicultural lesson.
- It is collected district-wide on an annual basis and reviewed by the Department of Curriculum, Instruction & Assessment.

#### Assessment Process

- Checklists are shared with PLC agendas and submitted digitally to the district CIA department.
- The Director of Curriculum, Instruction & Assessment compiles and analyzes checklist data to identify patterns, gaps, and areas for growth.
- Data is disaggregated by grade level, content area, and cultural group to ensure comprehensive coverage of all groups and all curriculum areas.
- Gaps identified in the annual review are addressed through targeted professional development and curriculum revision in subsequent years.

#### Annual Report to the Board of Education

This report fulfills the annual reporting requirement of Rule 10 §004.01F5. The Board of Education receives this report as part of its annual review of HPS curriculum and instructional programs.

The report is used to:

- Demonstrate compliance with Neb. Rev. Stat. §79-720 and Rule 10 accreditation requirements.
- Inform board-level decision-making regarding curriculum materials, professional development, and resource allocation related to multicultural education.

- Celebrate the significant instructional work of HPS educators in integrating multicultural content across all buildings and grade levels.
- Set priorities for the goals of the following school year’s multicultural education program.

## Section 8: Multicultural Education and School Improvement

### Rule 10 §009.01A – Continuous Improvement Connection

Rule 10 §009.01A requires that the continuous school improvement process in public schools incorporate multicultural education as described in §004.01F. HPS integrates multicultural education as a standing component of its school improvement work in the following ways:

- The district’s School Improvement Plan includes goals and strategies that address equity, cultural responsiveness, and student belonging—all of which are dimensions of multicultural education.
- Student achievement data is disaggregated by race and ethnicity as part of the improvement planning process, ensuring that equity gaps inform instructional and programmatic decisions.
- External review teams examine the implementation of multicultural education as part of the accreditation site visit process. ([External Visit, January 2026](#))
- The HPS Multicultural Checklist data is used within the school improvement cycle to identify areas where curriculum integration needs to be strengthened.

### Accountability and Next Steps

Based on the 2025–2026 multicultural checklist data and program assessment, HPS identifies the following priorities for continued improvement:

- Increase documentation of multicultural lessons in STEM subject areas (mathematics and science) at all grade levels.
- Expand the representation of Asian American history and contributions in middle school and high school curriculum.
- Strengthen PreK multicultural curriculum documentation to ensure early childhood experiences are systematically captured.
- Continue to develop a diverse and culturally representative library and classroom library collection across all buildings.
- Deepen professional learning on culturally responsive pedagogy within the Marzano framework, particularly in areas where checklist documentation is less consistent.

# Section 9: Rule 10 §004.01F Compliance Summary

The following table summarizes HPS compliance with each sub-requirement of Rule 10 §004.01F for the 2025–2026 school year.

## References

Nebraska Revised Statute §79-720 – Multicultural Education Program (Laws 1992, LB 922; Amended 1993, 1996, 2011). <https://nebraskalegislature.gov/laws/statutes.php?statute=79-720>

Nebraska Administrative Code, Title 92, Chapter 10 (Rule 10) – Regulations and Procedures for the Accreditation of Schools. Effective June 2, 2024.

Nebraska Department of Education – Multicultural Education Resources.

<https://www.education.ne.gov>

Hastings Public Schools – Mission & Vision.

<https://hastingspublicschools.org/district/learn-more/about-hps/missionvision.html>

HPS Multicultural Education Checklist – 2025–2026 Master Document.

Marzano, R.J. (2017). The New Art and Science of Teaching. Solution Tree Press.

## 6005

### Academic Credits and Graduation

It shall be the policy of the Hastings Public Schools that graduation from high school is the highest achievement expected from students in the Hastings Public Schools. Earning a high school diploma is the culmination of the best efforts of the school and community in preparing young persons for active roles in society.

While Board members, teachers, and administrators will make every effort to assist students in their pursuit of a diploma, diligent effort on the part of each student will be necessary to complete the graduation requirements of the District.

It shall be the policy of the Hastings Public Schools that each Senior High student meets the following minimum requirements for graduation:

1. Earn forty-five (40) semester hours in English/Language Arts.
2. Earn thirty (30) semester hours in Science.
3. Earn thirty (30) semester hours in Mathematics
4. Earn thirty (30) semester hours in Social Studies.
5. Earn ten (10) semester hours of credit in Physical Education.
6. Earn five (5) semester hours in Communication Arts.
7. Earn five (5) semester hours in Personal Finance
8. Earn five (5) semester hours in Computer Science.
9. **Credit Hour Requirements for Graduation:** To ensure a clear and equitable transition as the District increases its minimum graduation credit requirement, students shall meet the following total semester-hour requirements based on the school year and grade level in which they are enrolled:

**a. 2026-2027 School Year, Grade Twelve Students**

Students in grade twelve during the 2026-2027 school year must earn a minimum of two hundred twenty-five (225) semester hours of credit.

**b. 2026-2027 School Year, Grades Nine, Ten, and Eleven Students**

Students in grades nine, ten, or eleven during the 2026-2027 school year must earn a minimum of two hundred fifty (250) semester hours of credit.

**c. 2027-2028 School Year and Thereafter, All Grades Nine through Twelve** Beginning with the 2027-2028 school year, all students in grades nine through twelve must earn a minimum of two hundred fifty (250) semester hours of credit.

It shall further be the policy of the Hastings Public Schools that diplomas will be awarded to those students who have successfully completed all graduation requirements or who are verified in special education and have completed their prescribed individual education plan (IEP).

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

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

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



Item	Qty	Location	Board Meeting	Notes	Condition
Manhasset Stands	10	Elementary	6/15/2026	Stand bases are lose and cannot be tightened anyr	Poor
Timpani	4	High School	6/15/2026	Kenesaw is interested in this equipment. Heads	Good
Drum Line Equipment	10	High School	6/15/2026	Adams Central is interested in this equipment	Poor
				5 Bass Drums (harness & case), 3 Snare Drums	
Pianos	7	Throughout the district	6/15/2026	Replacing them w/ HC donations (HPS Foundation) - 6 uprights & 1 baby grand)	Poor

Drum Line Equipment:			
Marching Bass Drum	Pearl	303523	BD-1
Marching Bass Drum	Pearl	211392	BD-2
Marching Bass Drum	Pearl	302032	BD-3
Marching Bass Drum	Pearl	308388	BD-4
Marching Bass Drum	Pearl	103688	BD-5
Marching Snare Drum	Pearl	311074	SD-1
Marching Snare Drum	Pearl	208216	SD-2
Marching Snare Drum	Pearl	311073	SD-3
Perc. Tenor Drums	Pearl	941964	HHS Quad1
Perc. Tenor Drums	Pearl	942162	HHS Quad2

Recommendation

Rick Matticks would like to
Donate to Kenesaw
Donate to Adams Central

<b>Administrative Resignation/Release/Retire(s)</b>					
<b>Name</b>	<b>Assignment/Building</b>		<b>FTE</b>	<b>Effective</b>	<b>Replaces/Reason</b>
No Resignation/Release/Retire(s)	Director of Finance		1.00	5-19-2026	Resignation
<b>Administrative Transfer(s)</b>					
<b>Name</b>	<b>Former Assignment/Building</b>	<b>New Assignment/Building</b>		<b>Effective</b>	<b>Replaces/Reason</b>
No Transfer(s)					
<b>Administrative New Hire(s)</b>					
<b>Name</b>	<b>Assignment/FTE/Building</b>	<b>Effective</b>			<b>Replaces/Reason</b>
No new hire(s)					
<b>Certificated Resignation/Release(s)</b>					
<b>Name</b>	<b>Assignment/Building</b>		<b>FTE</b>	<b>Effective</b>	<b>Replaces/Reason</b>
No Resignation/Release/Retire(s)					
<b>Certificated Transfer(s)</b>					
<b>Name</b>	<b>Former Assignment/Building</b>	<b>New Assignment/Building</b>		<b>Effective</b>	<b>Replaces/Reason</b>
No Transfer(s)					
<b>Certificated New Hire(s)</b>					
<b>Name</b>	<b>Assignment/FTE/Building</b>	<b>Effective</b>	<b>Degree/Level</b>	<b>College/Univer sity</b>	<b>Replaces/Reason</b>
No New Hire(s)					
<b>Extra Standard Resignation/Release(s)</b>					
<b>Name</b>	<b>Assignment/Building</b>			<b>Effective</b>	<b>Replaces/Reason</b>
McKenzie Bertrand	K-5 Counselor Learning Team Liaison/District-wide			5/22/26	Resign
Aimee Chipps	Title 1 Learning Team Liaison/District-wide			5/22/26	Resign
Ashly Mullen	Reading Learning Team Liaison/District-wide			5/22/26	Resign
Katie Smith	EL Learning Team Liaison/District-wide			5/22/26	Resign
Alexander Thayer	SH Assistant Boys Basketball/Senior High			5/22/26	Resign
<b>Extra Standard Transfer(s)</b>					
<b>Name</b>	<b>Former Assignment/Building</b>	<b>New Assignment/Building</b>		<b>Effective</b>	<b>Replaces/Reason</b>
Rebecca Jensen	Grade 4 Learning Team Liaison/District-wide	0.5 FTE Grade 4 Learning Team Liaison/District-wide		8/8/26	Splitting position with Makenzie Bauer
Kim Remmers	0.5 FTE Title 1 Learning Team Liaison/District-wide	Title 1 Learning Team Liaison/District-wide		8/8/26	No longer splitting position
Heidi Tunks	0.5 FTE SLP Learning Team Liaison/District-wide	SLP Learning Team Liaison/District-wide		8/8/26	No longer splitting position
<b>Extra Standard New Hire(s)</b>					
<b>Name</b>	<b>Assignment/Building</b>	<b>Level</b>		<b>Effective</b>	<b>Replaces/Reason</b>
Lindsey Ansbach	6-8 SPED Learning Team Liaison/District-wide	Learning Team Liaison Stipend		8/8/26	Julie Jarzynka/Transfer
Makenzie Bauer	0.5 FTE Grade 4 Learning Team Liaison/District-wide	1/2 Learning Team Liaison Stipend		8/8/26	Erika Williams/Resign
Diane Biere	Reading Learning Team Liaison/District-wide	Learning Team Liaison Stipend		8/8/26	Ashley Mullen/Resign
Chandra Essex	K-5 Counselor Learning Team Liaison/District-wide	Learning Team Liaison Stipend		8/8/26	McKenzie Bertrand/Resign
Lacey Franzen	K-12 Vocal Music Learning Team Liaison/District-wide	Learning Team Liaison Stipend		8/8/26	Tony Fagiolo/Resign
Joanne Garrison	EL Learning Team Liaison/District-wide	Learning Team Liaison Stipend		8/8/26	Katie Smith/Resign
Clarissa Gillham	FCS Learning Team Liaison/District-wide	Learning Team Liaison Stipend		8/8/26	Open since 2023
Jennifer Hartman	0.5 FTE Student Council/Alcott	1/2 CAT A, LVL 1		8/8/26	Kenney Howard/Transfer
Jamie Hickok	ELA Learning Team Liaison/District-wide	Learning Team Liaison Stipend		8/8/26	Mary Beave/Resign
<b>Classified Resignation/Release(s)</b>					
<b>Name</b>	<b>Assignment/Building</b>		<b>FTE</b>	<b>Effective</b>	<b>Replaces/Reason</b>
Associated Staffing	Night Custodian/Middle School		1.0	6/7/26	Resign
Jan Elmore	9 Month Bus Driver/Transportation		1.0	5/18/26	Resign
Tynisa Hester	Administrative Assistant/Senior High		1.0	6/30/26	Resign
Shanna McLean	Skills 3 Paraeducator/Middle School		1.0	5/22/26	Resign
Dorie Paulk	SPED Paraeducator/Morton		1.0	5/22/26	Resign
<b>Classified Transfer(s)</b>					
<b>Name</b>	<b>Former Assignment/Building</b>	<b>New Assignment/Building</b>	<b>FTE</b>	<b>Effective</b>	<b>Replaces/Reason</b>
Rebecca Kevetensky	Activities Administrative Assistant/Senior High	Administrative Assistant/Senior High	1	6/8/26	Tynisa Hester/Resign
Robert Krebsbach	Skills 1 Paraeducator/Middle School	Night Custodian/Middle School	1	6/8/26	Associated Staffing/Resign
<b>Classified New Hire(s)</b>					
<b>Name</b>	<b>Assignment/Building</b>		<b>FTE</b>	<b>Effective</b>	<b>Replaces/Reason</b>
Michelle Hajny	Sixpence Home Visitor/District-Wide		1	TBD	Lyndsey Witte/Resign

ADMINISTRATIVE OPEN POSITIONS		
NAME	POSITION	RESIGNATION/TERM DATE
	Director of Finance	
CERTIFICATED OPEN POSITIONS		
NAME	POSITION	RESIGNATION/TERM DATE
TURNER GRIFFIN	HMS - Science	05-22-2026
MEGGAN MESSERSMITH	Instructional Facilitator - Lincoln	05-22-2026
0.5 FTE RHONDA MCBRIDE	School Psychologist	05-22-2025
KIM WADKINS	Speech Language Pathologist	05-22-2026
JAMIE LEPANT	Speech Language Pathologist	05-19-2023
CLASSIFIED OPEN POSITIONS		
NAME	POSITION	RESIGNATION/TERM DATE
BECKY KVETENSKY	HHS - Administrative Assistant	6-7-2026
SHANNA MCLEAN	HMS - SPED Skills 3 Paraeducator	05-22-2026
ROBERT KREBSBACH TXFR	HMS - SPED Skills 1 Paraeducator	6-7-2026
ERIKA NEILSON	HMS - SPED Paraeducator	4-14-2026
SARA KRATZER TXFR	HA - EL Paraeducator	05-22-2026
DANICA DONNER	AL - SPED Paraeducator	05-22-2026
JULIE DIDIER	LI - School Nurse	9-8-2025
SARAH CHEI	LI - Title Paraeducator	12-19-2025
NADIA TRAUSSCH	LI - Title Paraeducator	9-26-2025
ASHLEE STARK	LO - Office Paraeducator	4-14-2026
ARIANNA MORGENSTERN TXFR	LO - Technology Paraeducator	05-22-2026
SADIE FRANKLIN	WA - Skills 3 Paraeducator	4-17-2026
EDANA FERGUS	Night Custodian - Middle School	4-17-2026
	<b>DIST - PART TIME BUS DRIVER (NEW)</b>	
CHANCE KRATZER	District Bus Monitor	5-22-2025
DARION MCCONNAGHAY	9 Month Bus Driver	3-23-2026
JAN ELMORE	9 Month Bus Driver	5-18-2026
EXTRA-STANDARD OPEN POSITIONS		
NAME	POSITION	RESIGNATION/TERM DATE
CHRISTOPHER PEDROZA	HHS - Head Boys Soccer	05-22-2026
MEAGAN BLODGET	HHS - Assistant Swimming & Diving	09-29-2022
TYRA CRAIG	HHS - Assistant Swimming	05-22-2026
BRANDON KILE	HHS - Assistant Boys Wrestling	05-22-2026
PATRICK HUDSON	HHS - Assistant Boys Track	05-22-2026
ALEXANDER THAYER	HHS - Assistant Boys Basketball	05-22-2026
KALEE REAMS	HHS - Speech	05-22-2026
JORDAN BINFIELD	HMS - Head Girls Wrestling	05-22-2026
AUSTIN HEIKKINEN	HMS - Head Boys Track	05-22-2026
JUSTIN MUSGRAVE	HMS - Assistant 8th Grade Boys Basketball	05-22-2026