

**Board of Education Study Session**

School District of Seward

410 South Street

Seward, NE 68434

Monday, July 8, 2019 5:30 PM

Attendance Taken at 5:34 PM.

Paul Duer: Present

Jill Hochstein: Absent

Jana Hughes: Present

Jerry Rumery: Present

Ryne Seaman: Present

Danielle Shipley: Present

1. Preliminary Procedures

1. Call meeting to order & announce Open Meetings Act is Posted

2. Public Notice as publicized per board policy

3. Roll Call

1. Action to excuse board members if necessary

Motion to excuse Jill Hochstein from tonight's meeting Passed with a motion by Paul Duer and a second by Danielle Shipley.

Paul Duer: Yea, Jana Hughes: Yea, Jerry Rumery: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea

## 2. Possible Discussion Items

### 1. 2019-2020 New and Revised Board Policies

Dr. Fields updated the board on board policies and discussed changes.

### 2. Summer Project Update

Dr. Fields updated the board on the summer projects - storage shed, door access, concrete projects, air conditioning, carpet at the high school, doors, asphalt and industrial technology project. Genesis will start on the bus garage project shortly.

### 3. 403 B Providers

Dr. Fields updated the board on 403b providers and what we want to do in the future.

### 3. Adjournment

President Seaman adjourned the meeting at 7:00p.m.

Please publish the following legal notice in the July 3, 2019 edition of the Seward County Independent. Thank you.

### NOTICE OF SCHOOL BOARD MEETING

The board of education of the School District of Seward will meet in regular session on Monday, July 8, 2019 at 5:30 p.m. for a board study session to be followed by the 7:00 p.m. regular business meeting. The meeting will be held at the Administrative Offices located at 410 South St., Seward, Nebraska. An agenda for the meeting which shall be kept continually current is readily available for public inspection at the Superintendent's Office during normal business hours.

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

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**Organization of the Board**

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1. Membership, Term and Election

- a. The Board of Education shall be comprised of six members who will be elected at large.
- b. Those who wish to serve on the board shall file, be elected, and serve terms of office on the board according to law.

2. Internal Organization and Officers

a. President

- i. At the regular January meeting, the board shall elect from among its members a president who shall serve in that capacity for one year.
- ii. The president shall preside at all board meetings, and shall perform such other duties as may be prescribed by law or by action of the board.

b. Vice President

- i. At the regular January meeting, the board shall elect from among its members a vice president who shall serve in that capacity for one year.
- ii. The vice president shall preside in the absence of the president, and shall perform such other duties as are assigned by the board.

c. Secretary

- i. At the regular January meeting, the board shall elect a secretary who need not be a member of the board. The secretary shall serve in that capacity for one year. If the secretary is a member of the board, an assistant secretary may be named and his or her duties and compensation set by the board.
- ii. The secretary shall see that an accurate record of the proceedings of the board is kept, that a copy of

the proceedings is provided to each board member and to the superintendent, and that a concise summary of each month's meeting is published along with a list of all approved claims. The secretary shall perform such other duties as are prescribed by law and assigned by the board.

d. Treasurer

- i. A treasurer from the board will be designated on a year-to-year basis.
- ii. The treasurer will sign checks and certain other documents. The treasurer is the custodian of the monies of the district.
- iii. The treasurer shall give bond or equivalent insurance coverage payable to the district as prescribed by law with the cost of the bond being paid by the district.
- iv. The treasurer shall issue no warrant of payment of claim against the district until such claim has been duly authorized by the board and has been duly countersigned by the president.
- v. The vice president or secretary may sign any warrant in the absence of either the president or the treasurer.

3. Board Officer Voting and Tie Breakers

- a. The vote to elect board officers may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.
- b. In the event any officer cannot be elected by a majority after 10 votes; no votes occur after ten motions fail for lack of a "second,"; or no member volunteers to serve as an officer for a particular position, the tie will be broken by the applicable method:
  - i. [Option 1]: If the board is split between two members, they will each serve as the officer for six

months of the year. The initial six-month term will be determined by coin flip.

**[Option 2]**: If the board is split between two members, the officer will be determined by coin flip. The winning member will be the officer for the upcoming year unless the position changes by action of the board.

- ii. If the board is split between more than two members who wish to serve as the officer, any member wanting to serve as the officer will put his or her name into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.
- iii. If no member is willing to serve as an officer for a position which is required to be a member of the board, all non-officers' names will be put into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.

#### 4. Committees

a. The board shall authorize such special committees as it deems necessary. The board president shall appoint members to the committee, and designate its function, tasks it is to perform, and a completion date for its work.

b. On or before the beginning of each calendar year, the board shall appoint three members to form a Committee on American Civics. The committee's duties shall be those prescribed by Nebraska statutes, which include:

- i. Hold no fewer than two public meetings annually, at least one when public testimony is accepted;
- ii. Keep minutes of each meeting showing the time and place of the meeting, which members were present or absent, and the substance and details of all matters discussed;
- iii. Examine and ensure that the social studies curriculum used in the district is aligned with the social studies standards adopted pursuant to section 79-760.01 and teaches foundational knowledge in

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- civics, history, economics, financial literacy, and geography;
- iv. Review and approve the social studies curriculum to ensure that it stresses the services of the men and women who played a crucial role in the achievement of national independence, establishment of our constitutional government, and preservation of the union and includes the incorporation of multicultural education as set forth in sections 79-719 to 79-723 in order to instill a pride and respect for the nation's institutions and not be merely a recital of events and dates;
  - v. Ensure that any curriculum recommended or approved by the committee on American civics is made readily accessible to the public and contains a reference to this section;
  - vi. Ensure that the district develops and utilizes formative, interim, and summative assessments to measure student mastery of the social studies standards adopted pursuant to section 79-760.01;
  - vii. Ensure that the social studies curriculum in the district incorporates one or more of the following for each student:
    - 1. Administration of a written test that is identical to the entire civics portion of the naturalization test used by United States Citizenship and Immigration Services prior to the completion of eighth grade and again prior to the completion of twelfth grade with the individual score from each test for each student made available to a parent or guardian of such student; or
    - 2. Attendance or participation between the commencement of eighth grade and completion of twelfth grade in a meeting of a public body as defined by section 84-1409 followed by the completion of a project or paper in which each student demonstrates or discusses the personal learning experience of such student related to such attendance or participation; or
    - 3. Completion of a project or paper and a class presentation between the commencement of eighth grade and the completion of twelfth grade on a person or persons or an event

- commemorated by a holiday listed in section 79-724(6) or on a topic related to such person or persons or event; and
- viii. Take all such other steps as will assure the carrying out of the provisions of this section and provide a report to the school board regarding the committee's findings and recommendations.

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## 5. Vacancies

- a. A vacancy on the board of education shall exist when any one of the following occurs:
- i. A member submits his or her formal resignation from the board.
  - ii. A member removes himself or herself from the district or is absent from the district for a continuous period of sixty days.
  - iii. A member misses more than two consecutive regular board meetings unless excused by a majority of the remaining members.
  - iv. Such other reasons as are set forth in Nebraska statutes.
- b. The board shall make note the vacancy in its minutes and shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term to (1) the election commissioner or county clerk, and (2) the public by published notice in a newspaper of general circulation in the district.
- c. Vacancies shall be filled in the manner set forth in Nebraska statutes.

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

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

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

## **2006 Complaint Procedure**

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to board members, patrons, students and school staff, unless the staff member is subject to a different grievance procedure pursuant to policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems. When such efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth below.

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

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

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant believes speaking directly to the person would subject complainant to discrimination or harassment.
  
2. The second step is for the complainant to speak to the building principal, Title IX/504 coordinator, superintendent of schools, or president of the board of education, as set forth below.
  - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
  
  - b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
  
  - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.

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- d) Complaints involving discrimination or harassment on the basis of race, color, national origin, gender, marital status, disability, or age may also be submitted, at any time during the complaint procedure to the School District's Title IX/504 coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov); by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or to the Title IX/504 coordinator, the administrator or Title IX/504 coordinator shall promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the staff member involved.
    - 1) If the complainant has not, the administrator or Title IX/504 coordinator will urge the complainant to discuss the matter directly with that staff member, if appropriate.
    - 2) If the complainant refuses to discuss the matter with the staff member, the administrator or Title IX/504 coordinator shall, in his or her sole discretion, determine whether the complaint should be pursued further.
  - b) Strongly encourage the complainant to reduce his or her concerns to writing.
  - c) Interview the complainant to determine:
    - 1) All relevant details of the complaint;
    - 2) All witnesses and documents which the complainant believes support the complaint;
    - 3) The action or solution which the complainant seeks.
  - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in

writing and shall be submitted within 180 days after the administrator or Title IX/504 coordinator received the complaint.

4. If either the complainant or the accused party is not satisfied with the administrator's or the Title IX/504 coordinator's decision regarding a complaint he or she may appeal the decision to the superintendent.
  - a) This appeal must be in writing.
  - b) This appeal must be received by the superintendent no later than ten (10) business days from the date the administrator or Title IX/504 coordinator communicated his/her decision to the complainant.
  - c) The superintendent will investigate as he or she deems appropriate. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
  - d) Upon completion of this investigation, the superintendent will inform the complainant in writing of his or her decision. If the complaint involved discrimination or harassment, the superintendent shall submit the decision within 180 days after the superintendent received complainant's written appeal.
  
5. If either the complainant or the accused party is not satisfied with the superintendent's decision regarding a complaint he or she may appeal the decision to the board.
  - a) This appeal must be in writing.
  - b) This appeal must be received by the board president no later than ten (10) business days from the date the superintendent communicated his/her decision to the complainant.
  - c) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.

- d) The board will notify the complainant in writing of its decision. If the complaint involved discrimination or harassment, the board shall submit its decision within 180 days after it received complainant's written appeal.
  - e) There is no appeal from a decision of the board.
6. When a formal complaint about the superintendent of schools has been filed with the president of the board, the president shall promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the superintendent.
    - 1) If the complainant has not, the board president will urge the complainant to discuss the matter directly with the superintendent, if appropriate.
    - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should be pursued further.
  - b) Strongly encourage the complainant to reduce his or her concerns to writing.
  - c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting.
  - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 days after the president received the complaint.

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

## Special Rules Regarding Educational Services and Related Services to Students with Disabilities.

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

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

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

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

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

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**2014**

### Relationship with District Legal Counsel

The board will engage legal counsel to assist it and the administration in dealing with legal issues. When the district faces circumstances in which legal counsel may be needed between board meetings, the board president or superintendent may engage legal counsel on the board's behalf.

The superintendent and the board president shall have the authority to contact the school's legal counsel on behalf of the district. The superintendent may give other members of the administration permission to contact the district's legal counsel on an as-needed basis. Individual board members other than the president may not contact the district's legal counsel on behalf of the board without the approval of the board president or a majority of the board.

Any board member who contacts the district's legal counsel without board approval may be personally responsible for any legal fees incurred as a result of the unapproved contact.

The superintendent will, to the extent permitted by law, keep the board informed of matters in which the district's legal counsel is involved.

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Revised on: \_\_\_\_\_  
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### 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 \$100,000, 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 the event of a conflict between state and federal law, the more stringent requirement shall apply.

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

**A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.**

**B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.**

**C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.**

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

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

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

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

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

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

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

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

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**B. Construction Projects with an estimated cost of between \$100,000 and \$249,999 will be made pursuant to the District's Policy on Bid Letting and Contracts.**

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Pursuant to Nebraska law, construction projects which have an anticipated aggregate cost of \$100,000 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 \$100,000 and \$250,000.

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

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

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically 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 publically 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.**

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**V. Other Contract Matters.**

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**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.

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**B. Contracting with Certain Vendors**

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

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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.

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**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.

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**D. Debarment and Suspension**

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

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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.

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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.

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### **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.

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### **F. Record Keeping**

#### **1. Record Retention**

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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.

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

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before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

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

## 2. Maintenance of Construction Records for Projects Financed with Federal Funds

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

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

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

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

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

1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.

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

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

**C. Favors and Gifts**

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

**D. Enforcement**

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

Adopted on: \_\_\_\_\_  
Revised on: \_\_\_\_\_  
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## 3004.1

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

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

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

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

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

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

The District maintains the following purchasing procedures.

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

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

##### **B. Methods of Purchasing**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **E. Debarment and Suspension**

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

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

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

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

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

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

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

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

- 1.** Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.

2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

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

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

### **D. Enforcement**

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

## **IV. Property Management Systems**

### **A. Property Classifications**

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000.
2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.
3. Computing Devices means machines used to acquire, store, analyze, process, and publish data and other

information electronically, including accessories (or "peripherals") for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.

4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
  - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
  - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

## **B. Inventory Procedure**

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

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

## **C. Inventory Records**

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

1. Serial number;
2. District identification number;
3. Manufacturer;
4. Model;
5. Date tagged and individual who tagged it;

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

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

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

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

#### **E. Maintenance**

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

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

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

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

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

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

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

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

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

### **A. Required Terms**

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

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

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

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

### **C. Record Keeping**

#### **1. Record Retention**

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

75.732. These records and accounts must be retained and made available for programmatic or financial audit.

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

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

## 2. Maintenance of Procurement Records

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

Karen Haase 5/28/19 11:29 AM  
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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: \_\_\_\_\_

**"Option B"  
3016**

**Use of Tobacco Products**

The use or possession of any tobacco product, including cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems; alternative nicotine products; or any other such look-alike or imitation product, is not permitted on school property at any time.

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

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

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**3028**  
**Sex Offenders**

The safety of the students attending school is very important to the board of education. School employees, parents, and students should be aware of dangers posed by sex offenders living within the school district, and should be vigilant in providing protection against these dangers.

[NOTE TO BE DELETED: This paragraph is not required but is recommended]. The Nebraska Legislature has enacted the Nebraska Sex Offender Registration Act. The Act requires sex offenders to register with the local county sheriff where they reside. The school district shall notify staff members, parents, and students of any registered sex offenders residing in the school district. Such notice shall contain information about the availability of further information on the State Patrol's web page, and shall inform the recipient of the prohibition against using the information for any retaliatory purpose against the sex offender, the offender's family, or the offender's employer. Only information deemed non-confidential pursuant to NEB. REV. STAT. §§ 29-4006 and 29-4009 will be disclosed in the aforementioned notification.

The board does not generally permit registered sex offenders on school grounds, at any school sponsored activity, or on any property under the control of the school district. The superintendent or his/her designee is hereby empowered to notify sex offenders of this policy and to grant limited permission to attend certain activities on a case-by-case basis.

Students who are registered sex offenders shall not be precluded from receiving a free education from the school district on that basis. The school district will consider a student's status as a registered sex offender in determining the student's educational placement and program.

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

## Threat Assessment and Response

### [Option 1: Team Concept]

The board of education is committed to providing a safe environment for members of the school community. Students, staff and patrons are urged to immediately report any statements or behavior that makes the observer fearful or uncomfortable about the safety of the school environment.

#### 1. Obligation to Report threatening Statements or Behaviors.

All staff and students must report any threatening statements or behavior to a member of the administration. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

THREATS OR ASSAULTS WHICH REQUIRE IMMEDIATE INTERVENTION SHOULD BE REPORTED TO THE POLICE AT 911.

#### 2. Threat Assessment Team

The threat assessment team (team) shall consist of \_\_\_\_\_ . [this team should include at least the superintendent of schools, building principal(s), guidance counselor and local law enforcement. It also could include the school nurse, members of the mental health profession who would be willing to work with the school. It should not include parents or board members. Members of the school crisis team may also serve on the threat assessment team.] The team is responsible for investigating all reported threats to school safety, evaluating the significance of each threat, and devising an appropriate response. The threat assessment team shall work closely with the crisis team in planning for crisis situations. The threat assessment team shall be familiar with mental health resources available to students, staff and patrons and shall collaborate with local mental health service providers as appropriate.

#### 3. Threat Assessment Investigation and Response

All reports of violent, threatening, stalking or other behavior or statements which could be interpreted as posing a threat to school safety will immediately be forwarded to a member of the team. Upon receipt of an initial report of any threat, the team will take steps to verify the information, make an initial assessment, and document any decision involving further action. This investigation may include interviews with the person who made the statement(s) or engaged in the behavior of concern, interviews with teachers and other staff members who may have information about the individual of concern, interviews with the target(s) of the threatening statements or behavior, interviews of family members, physical searches of the individual of concern's person, possessions, and home (as allowed by law and in cooperation with law enforcement), and any other investigatory methods that the team determines to be reasonable and useful.

At the conclusion of the investigation, the team will determine what, if any, response to the threat is appropriate. The team is authorized to disclose the results of its investigation to law enforcement and to the target(s) of any threatened acts. The team may refer the individual of concern to the appropriate school administrator for consequences under the school's student discipline policy or, if appropriate, report the results of its investigation to the student's individualized education plan team.

#### **4. Communication with the Public about Reported Threats**

To the extent possible, the team will keep members of the school community informed about possible threats and about the team's response to those threats. This communication may include oral announcements, written communication sent home with students, and communication through print or broadcast media. However, the team will not reveal the identity of the individual of concern or of any target(s) of threatened violence unless permitted by law.

#### **5. Coordination with the Crisis Team After Resolution of Threat**

The threat assessment team will confer with the district's crisis team after a threat has been investigated to provide the crisis team with information that the crisis team may use in assessing or revising the district's All-Hazard School Safety Plan.

Bobby Truhe 5/30/19 4:52 PM  
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## **[Option 2: Superintendent as Primary Investigator and Decision-Maker]**

The board of education is committed to providing a safe environment for members of the school community. Students, staff and patrons are urged to immediately report any statements or behavior that makes the observer fearful or uncomfortable about the safety of the school environment.

### **1. Obligation to Report threatening Statements or Behaviors.**

All staff and students must report any threatening statements or behavior to a member of the administration. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

THREATS OR ASSAULTS WHICH REQUIRE IMMEDIATE INTERVENTION SHOULD BE REPORTED TO THE POLICE AT 911.

### **2. Threat Assessment Investigation and Response**

All reports of violent, threatening, stalking or other behavior or statements which could be interpreted as posing a threat to school safety will immediately be forwarded to the superintendent. Upon receipt of an initial report of any threat, the superintendent will take steps to verify the information, make an initial assessment, and document any decision involving further action. This investigation may include interviews with the person who made the statement(s) or engaged in the behavior of concern, interviews with teachers and other staff members who may have information about the individual of concern, interviews with the target(s) of the threatening statements or behavior, interviews of family members, physical searches of the individual of concern's person, possessions, and home (as allowed by law and in cooperation with law enforcement), and any other investigatory methods that the superintendent determines to be reasonable and useful. The superintendent must confer with at least one member of the school's guidance counseling staff as part of his/her investigation.

At the conclusion of the investigation, the superintendent will determine what, if any, response to the threat is appropriate. The superintendent is authorized to disclose the results of his/her investigation to law enforcement and to the target(s) of any threatened acts. The superintendent may refer the individual of concern to the appropriate school administrator for consequences under the school's student discipline policy or, if appropriate, report the results of his/her investigation to the student's individualized education plan team.

### 3. Communication with the Public about Reported Threats

To the extent possible, the superintendent will keep members of the school community informed about possible threats and about the District's response to those threats. This communication may include oral announcements, written communication sent home with students, and communication through print or broadcast media. However, the superintendent will not reveal the identity of the individual of concern or of any target(s) of threatened violence unless permitted by law.

### 4. Coordination with the Crisis Team After Resolution of Threat

The superintendent will confer with the district's crisis team after a threat has been investigated to provide the crisis team with information that the crisis team may use in assessing or revising the district's All-Hazard School's Safety Plan.

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**[Option 3: Law Enforcement Unit as Primary Investigator; Superintendent as Primary Decision Maker – Please note, this option is only available if you have adopted the policy designating a Law Enforcement Unit]**

The board is committed to providing a safe environment for members of the school community. Students, staff and patrons are urged to immediately report any statements or behavior that makes the observer fearful or uncomfortable about the safety of the school environment.

**1. Obligation to Report threatening Statements or Behaviors.**

All staff and students must report any threatening statements or behavior to a member of the administration. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

THREATS OR ASSAULTS WHICH REQUIRE IMMEDIATE INTERVENTION SHOULD BE REPORTED TO THE POLICE AT 911.

**2. Threat Assessment Investigation and Response**

All reports of violent, threatening, stalking or other behavior or statements which could be interpreted as posing a threat to school safety will immediately be forwarded to the designated law enforcement unit. Upon receipt of an initial report of any threat, the law enforcement unit will take steps to verify the information, make an initial assessment, and document any decision involving further action. This investigation may include interviews with the person who made the statement(s) or engaged in the behavior of concern, interviews with teachers and other staff members who may have information about the individual of concern, interviews with the target(s) of the threatening statements or behavior, interviews of family members, physical searches of the individual of concern's person, possessions, and home (as allowed by law and in cooperation with law enforcement), and any other investigatory methods that the unit determines to be reasonable and useful. The law enforcement unit

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must confer with at least one member of the school's guidance counseling staff as part of the investigation.

At the conclusion of the investigation, the law enforcement unit will share its findings with the superintendent. Superintendent will determine what, if any, response to the threat is appropriate. The superintendent is authorized to disclose the results of the investigation to law enforcement and to the target(s) of any threatened acts. The superintendent may refer the individual of concern to the appropriate school administrator for consequences under the school's student discipline policy or, if appropriate, report the results of the investigation to the student's individualized education plan team.

### 3. Communication with the Public about Reported Threats

To the extent possible, the superintendent will keep members of the school community informed about possible threats and about the district's response to those threats. This communication may include oral announcements, written communication sent home with students, and communication through print or broadcast media. However, the superintendent will not reveal the identity of the individual of concern or of any target(s) of threatened violence unless permitted by law.

### 4. Coordination with the Crisis Team After Resolution of Threat

The superintendent will confer with the district's crisis team after a threat has been investigated to provide the crisis team with information that the crisis team may use in assessing or revising the district's All-Hazard School's Safety Plan.

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

## 3046 Animals at Schools

Animals are not allowed in school district buildings or on school district property without the written permission of the superintendent or his or

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Comment [1]: Here, I thought we would still want the Law Enforcement Unit to answer to, and defer to, the Supt. so we don't have Law Enforcement Unit Barney Fife going rogue.

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Comment [2]: Should we revise all options to simply defer to state and federal law?

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her designee except as provided in this policy or as otherwise required by law.

## **I. USE OF ANIMALS FOR INSTRUCTIONAL PURPOSES**

Animals that support a district program or curriculum or that are used for instructional purposes are allowed in school district buildings or on school district property with the written permission of the superintendent or building principal.

## **II. SERVICE ANIMALS**

The school district does not permit discrimination against individuals with disabilities, including those who require the assistance of a service animal. An individual with a disability is permitted to be accompanied by his/her service animal on school property when required by law, subject to the conditions of this policy.

**Service Animal.** A “service animal” is a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Work or tasks **do not** include the crime deterrent effects of an animal’s presence and the provision of emotional support, well-being, comfort, or companionship. The work or tasks performed by a service animal must be directly related to the handler’s disability or necessary to mitigate a disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. **See also,** Miniature Horses below.

**School District Inquiries.** School officials **may** ask the owner or handler of an animal whether the animal is required because of a disability and what work or task the animal has been trained to do **unless** the answers to these inquiries are readily apparent. School officials **may not** ask about the nature or extent of a person’s disability and may not require documentary proof of certification or licensing as a service animal.

**Procedural Requirements.** The following requirements must be satisfied **before** a service animal will be allowed in school buildings or on school grounds:

**Request.** A person who wants to be accompanied by his/her service animal must submit a written request form to a principal

or superintendent. The request form is attached to this policy. These requests must be renewed each school year or whenever a different service animal will be used.

**Health and Vaccination.** The ~~owner or handler must have~~ proof of current licensure from the local licensing authority ~~including~~ proof of the service animal's current vaccinations and immunizations ~~required by law~~.

Service animals will not be allowed in school buildings or other school property until the school has approved the request.

**Control.** A service animal must be under the control of its handler at all times. The service animal must have a harness, backpack, vest identifying the dog as a trained service dog, leash, or other tether. If the handler is unable to use a harness, backpack, vest, leash, or other tether, because of a disability or the use of a harness, backpack, vest, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, the use of these items is not required. However, the service animal must be otherwise under the handler's control.

**Exclusion or Removal from School.** A service animal may be excluded from school property and buildings if a school administrator determines that:

- (1) A handler does not have control of the service animal;
- (2) The service animal is not housebroken;
- (3) The service animal presents a direct and immediate threat to others in the school; or
- (4) The animal's presence fundamentally alters the nature of the service, program, or activity.

The handler or the student's parent or guardian shall be required to remove the service animal from school premises immediately upon such a determination. If the service animal is removed, the individual with a disability shall be provided with the opportunity to participate in the service, program, or activity without the service animal.

**Allergic Reactions.** If any student or school employee assigned to a classroom or mode of transportation in which a service animal is permitted suffers an allergic reaction to the service animal, the person having custody and control of the animal will be required to remove the animal to a different location designated by an administrator. The

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school will arrange a meeting between school personnel, the individual with the disability, and the parents or guardian(s) of the person with the disability if that person is a student to develop an alternate plan.

**Supervision and Care of Service Animals.** The owner or handler of a service animal is solely responsible for the supervision and care of the animal, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The student's parent or guardian is responsible for providing for the supervision and the care of the animal in the event that his or her student is not able to do so. The school district is not responsible for providing any care, supervision, or assistance for a service animal.

**Extra Charges.** The owner or handler of a service animal will not be required to pay an admission fee or a charge for the animal to attend events for which a fee is charged.

**Damage to School Property and Injuries.** The owner or handler of a service animal is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the animal.

**Miniature Horses.** Requests to permit the use of a miniature horse by an individual with a disability will be addressed on a case-by-case basis by considering the following factors:

- (1) The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- (2) Whether the handler has sufficient control of the miniature horse;
- (3) Whether the miniature horse is housebroken; and
- (4) Whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.

All additional requirements outlined in this policy, which apply to service animals, shall apply to miniature horses.

**Service Animal in Training.** This policy shall also be applicable to service animals in training that are accompanied by a bona fide trainer.

**Denial of Access and Grievance.** If a school official denies a request for access of a service animal, the disabled individual or parent

or guardian can file a written grievance with the school's Section 504 Coordinator.

[NOTE TO BE DELETED: There are 2 options below. The first option allows therapy animals brought by school employees as approved by the administration. The second does not allow therapy animals "except as required by law." YOU MUST PICK AN OPTION AND DELETE THE OTHER.]

[OPTION 1]

### III. THERAPY ANIMALS

The school district supports the use of therapy animals by teachers or other qualified school personnel ("Owner") for the benefit of its students subject to the conditions of this policy.

**Therapy Animal.** A "therapy animal" is an animal that has been individually trained and certified to work with its Owner to provide emotional support, well-being, comfort, or companionship to school district students. Therapy animals are not "service animals" as that term is used in the American with Disabilities Act. The animal must be well behaved and have a temperament that is suitable for interaction with students and others in a public school. Therapy animals are personal property of the Owner and are not owned by the school district.

**Therapy Animal Standards and Procedures.** The following requirements must be satisfied **before** a therapy animal will be allowed in school buildings or on school grounds:

**Request.** An Owner who wants to bring a therapy animal to school must submit a written request form to a principal or superintendent. The request form is attached to this policy. The request must be renewed each school year or whenever a different therapy animal will be used.

**Training and Certification.** The Owner must submit training and certification information requested by the Superintendent or his or her designee. Any certification required by the school district must remain current at all times.

**Health and Vaccination.** The therapy animal must be clean, well groomed, in good health, house broken, and immunized

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against diseases common to such animals. The Owner must submit proof of current required licensure from the local licensing authority and proof of the therapy animal's current vaccinations and immunizations from a licensed veterinarian, if applicable.

**Control.** A therapy animal must be under the control of the Owner at all times.

**Identification.** The therapy animal must have appropriate identification identifying it as a therapy animal.

**No Disruption.** The therapy animal must not disrupt the educational process by any of its behaviors.

**Health and Safety.** The therapy animal must not pose a health and safety risk to any student, employee, or other person at school.

**Supervision and Care of Therapy Animals.** The Owner is solely responsible for the supervision and care of the therapy animal, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The school district is not responsible for providing any care, supervision, or assistance for a therapy animal.

**Authorized Area(s).** The Owner shall only allow the therapy animal to be in areas in school buildings or on school property that are authorized by school district administrators.

**Insurance.** The Owner must submit a copy of an insurance policy that provides liability coverage for the therapy animal while on school property.

**Exclusion or Removal from School.** A therapy animal may be excluded from school property and buildings if a school administrator determines that:

- (1) A handler does not have control of the therapy animal;
- (2) The therapy animal is not housebroken;
- (3) The therapy animal presents a direct and immediate threat to others in the school; or
- (4) The animal's presence otherwise interferes with the educational process.

The Owner shall be required to remove the therapy animal from school premises immediately upon such a determination.

**Allergic Reactions.** If any student or school employee assigned to a classroom in which a therapy animal is permitted suffers an allergic reaction to the therapy animal, the Owner of the animal will be required to remove the animal to a different location designated by an administrator.

**Damages to School Property and Injuries.** The Owner of a therapy animal is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the therapy animal.

**Other Therapy Animals.** Therapy animals (1) owned by students, patrons, or other non-school employees or (2) owned by school employees for their own benefit will not be allowed on school grounds or school property except as otherwise required by law.

[OPTION 2]

### **III. THERAPY ANIMALS**

A "therapy animal" is an animal that has been individually trained and certified to work with its owner to provide emotional support, well-being, comfort, or companionship. Therapy animals are not "service animals" as that term is used in the Americans with Disabilities Act.

Therapy animals will not be allowed on school grounds or school property except as otherwise required by law.

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

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

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

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**Deleted: Therapy Dog in Training.**

The therapy animal portion of this policy shall also be applicable to therapy dogs in training that are accompanied by a bona fide trainer.

Technology in the Classroom

I. In General

The district desires to use technology in a way that aides in the education of students. New devices and applications offer a number of helpful tools that can improve the student experience and increase learning. Many of these devices and applications also create concerns about student privacy. It is the goal of the district to embrace the helpful elements of technological advancement while remaining mindful of potential student privacy issues.

II. Devices

A. Non-district issued electronic devices may be provided by teachers for use in their classroom, so long as the use of such devices is supervised by a staff member and subject to the conditions set forth below.

Teachers who wish to bring a device into the classroom should inform the principal before deploying the device. The building principal may at his or her discretion prohibit the use of such devices or otherwise limit their use. The building principal may at any time direct that a teacher discontinue use of a given device.

1. Smart speakers such as Google Home, Amazon Echo, Apple HomePod, and similar devices may be approved for use in the classroom. The device must be registered to an account linked to the classroom teacher’s school email address. The district will not maintain any records created by use of the smart speaker device. Any record of use will be considered non-record communications pursuant to Nebraska’s Records Management Act, and not be maintained by the district.

2. All other electronic devices that connect to the internet that a staff member wishes to use for the education of students should be disclosed to the administration prior to use.

B. Assistive technology may be used in district classrooms. Any assistive technology, such as an AngelSense device, that actively or passively create or transmit audio or video recordings must have that function disabled while the student uses the device, in a district classroom unless required by law. No assistive technology devices will be permitted to record or transmit the classroom activity of other students unless required by law.

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C. Any classroom recordings made by a staff member will be made pursuant to district policy.

III. Applications

A. School as Agent. The school will serve as an agent for parents/guardians in the collection of information within the school context. The school's use of student information is solely for education purposes.

B. District Applications. The district uses various software applications to record, track, and store student data. Each application selected by the district is in compliance with federal and state law, to the best of the administration's knowledge. Should the district become aware that an application used by the district has suffered a data breach, or been found to be out of compliance with federal or state law, the district will investigate the scope of the violations and notify students, parents, and staff in accordance with district policy.

C. Staff-Selected Applications.

1. Staff are permitted to select applications for use in the classroom.
2. Staff must perform basic due diligence to ensure that the application is safe for students and serves a pedagogical purpose. Staff must notify their supervising administrator of the application they plan to use as part of their lesson plan prior to their use in the classroom. The district may at any time direct that a teacher discontinue use of a given application. The district will provide training on the relevant student privacy laws to staff members who are selecting and deploying applications in the classroom.

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

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

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

**4045**

**Assessment Administration and Security**

The purpose of all testing and assessments is to measure students' knowledge, skills or abilities in the area tested. All staff members are prohibited from engaging in any behavior that adversely affects the validity of test scores as a measure of student achievement. This

policy applies to all national, state, and local assessments, including both standardized and general classroom assessments.

## 1. Assessment Responsibilities

- a. Each building principal, in consultation with the Superintendent and classroom teachers, will be responsible for:
  - overseeing the scheduling of state administered assessments, training all staff who administer assessments, and ensuring that all assessments, including make-up testing, is completed within required testing windows;
  - obtaining Standards, Assessment and Accountability Updates from the Department of Education and circulating the relevant portions of those updates to other staff members;
  - informing the board of education of changes to the Nebraska Student-Centered Assessment System Security Procedures; and
  - signing and enforcing the Nebraska Student-Centered Assessment System Security Agreement.
- b. Every classroom teacher or other staff member who administers assessments is responsible for:
  - complying with the Nebraska Student-Centered Assessment System Security Procedures;
  - taking all reasonable and prudent steps to ensure the accuracy and integrity of all academic testing, including statewide assessments; and
  - ensuring the security of all test materials.

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## 2. Security Violations and Cheating

### a. Classroom assessments

Staff members who suspect students of having cheated on a classroom assessment should conduct a reasonable inquiry and impose consequences on the student consistent with classroom rules and the student handbook.

b. **State Accountability Tests**

Staff members who suspect a breach of security on State Accountability Tests, must promptly report their suspicions to the building principal or superintendent. The superintendent must notify the Department of Education’s Statewide Assessment Office and follow the Department’s protocol for Reporting and Investigating Test Security Violations.

Staff members who engage in or enable students to engage in academic dishonesty in any testing or assessment will be subject to discipline up to and including the immediate cancellation of their employment contract.

Adopted on: \_\_\_\_\_  
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**4047**  
**Job References to Prospective Employers**

All requests for employment-related references or employment history by prospective employers of current or former employees must be referred to a member of the administrative team. The administrator will either provide a reference in compliance with this policy or will forward the request to the superintendent.

If the school district is subject to a written separation agreement regarding a particular employee, the terms of that agreement will govern the district’s response to requests for information, regardless of any written consent provided to the school district.

If the school district is not bound by a separation agreement and receives a legally enforceable written consent to release information, the district may provide the information authorized by that document. The school district may provide additional truthful information to

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prospective employers of current and former employees in accordance with this policy.

### **Employees Suspected of Sexual Misconduct Against a Minor or Student**

Apart from the routine transmission of administrative and personnel files or unless otherwise permitted by law, the district and any employee, contractor, or agent of the school district is prohibited from providing any employee any assistance in obtaining a new job if the school district or the individual acting for the school district has probable cause to believe said employee has engaged in sexual misconduct with a student or minor in violation of the law.

Adopted on: \_\_\_\_\_  
Revised on: \_\_\_\_\_  
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### **5002**

### **Admission of Students**

Students shall be admitted to the school district who are:

- legal residents of the school district or otherwise entitled by Nebraska law to attend the schools of the district tuition-free;
- approved for option enrollment pursuant to policy;
- approved as foreign exchange students pursuant to policy;
- legal residents of a district that has contracted with this district for their educational services;
- statutorily entitled to attend the schools of the district on a part-time basis pursuant to policy; or
- out-of-state students who have been enrolled pursuant to policy.

Students who have been placed in a foster home within the school district are not residents of the district and will not be permitted to enroll unless the district has received a written determination from

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the Nebraska Department of Health and Human Services that it is in the best interests of the student not to attend his or her district of residence.

Prior to enrolling any student who is a ward of the state of Nebraska or a ward of any court, the district will ask to review a completed copy of the "Education Court Report Form" promulgated by the Nebraska Supreme Court's Commission on Children and Families in the Courts - Education Sub-Committee. If there is no such completed form, district staff will offer assistance to the appropriate responsible individual in securing the information necessary to complete the form as part of the district's enrollment process.

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Except in adult education classes or when otherwise required by law, no student who is of 21 years of age or older, or who has earned a high school diploma or its equivalent will be allowed to be enrolled in or continue to attend school in the district.

Students who seek to enroll in the district must comply with each board policy, state statute and regulation that applies to their situation. Grade level placement will be determined in accordance with district policy.

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

### 5016 Student Records

The school district shall manage student records and reports as is necessary for effective administration and in compliance with law. In general "student records" shall not include transitory communications such as e-mail, text messages, handwritten communication between school and home, and the like, and these items will not generally be maintained by the district. **\*\*Insert only if you have adopted the policy designating a Law Enforcement Unit\*\*** "Student records" also shall not include any records created and maintained by the district's law enforcement unit for a law enforcement purpose.

**[OPTION 1]** For purposes of the district's compliance with state and

federal law, the district "maintains" only those student records which are reduced to paper or physical format and placed within a student's file in the district's central offices or in the file pertaining to the student's special education or Section 504 services. Records which can be printed in paper form must be printed in order to be "maintained." Other records such as video recordings, which constitute student records, must be reduced to a physical medium in order to be "maintained." For example, a video must be put on a compact disk or other compatible hardware and placed within the student's file to be "maintained."

**[OPTION 2]** For purposes of the district's compliance with state and federal law, the district "maintains" student records which are printed and kept in the student's physical file or which school district staff have intentionally saved within the official school district digital student information system that specifically identifies the student for whom those records are maintained. The school district may also use learning management systems, which deliver and manage instructional content. The school district maintains student records within its student information system but not in its learning management system. The official school district student information system is PowerSchool.

**[OPTION 3]** For purposes of the district's compliance with state and federal law, the district "maintains" as "student records" all records, files, and documents which are located in any format and within any storage unit of the district, whether in hard copy, digital, or otherwise.

Each building principal will assign responsibilities for the preparation and maintenance of records and will ensure compliance with the applicable federal and state laws, regulations, and record retention schedules regarding their storage and use in the building. No "student record" or record required to be retained by the Nebraska Secretary of State's Record Retention Schedules applicable to the district will be destroyed unless it is first saved in a retrievable, digital format. This includes only records required to be kept by the applicable Retention Schedules and "student records" as defined by state and federal law, and this policy does not prohibit the district from following its record expungement procedures for all other records.

Students or their parents, guardians, teachers, counselors, or school administrators shall have access to the school's files or records maintained concerning themselves or their students. For purposes of

this policy, "teachers" include paraeducators and volunteers who are providing educational services to a student on behalf of the School District. "School officials" include attorneys; members of law enforcement acting on behalf of the school district; representatives of insurance providers that provide coverage to the school district; and third-party website operators who have contracted with the school district or its agent to offer online programs for the benefit of students and the district. All disciplinary material shall be removed and destroyed upon the pupil's graduation or after the pupil's continuous absence from the school for a period of three years, and after authorization is given by the State Records Board pursuant to state law. Upon request, the school district will disclose education records without consent to officials of another school district in which a student seeks or intends to enroll.

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Outside agencies such as physicians, probation officers, psychologists, child guidance clinics, and other agencies concerned with child welfare who are working directly with a child may have access to information pertaining to that child with written parental consent or upon issuance of a valid court order.

The school district shall share student data, records, and information with school districts, educational service units, learning communities, and the State Department of Education to the fullest extent practicable unless otherwise prohibited by law. This includes sharing information with the Department of Education necessary to comply with the requirement of state law that all third-year high school students take a college entrance exam. Any redisclosure of information related to the administration of this exam shall be governed by the agreement between the Nebraska Department of Education and the third-party testing company.

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Each year, the school district will notify parents and guardians of their rights under this policy and the Family Educational Rights and Privacy Act.

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Revised on: \_\_\_\_\_  
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## 5017 Routine Directory Information

The school district shall disclose the following as routine directory information pertaining to any past, present or future student who is, has been, or will be regularly enrolled in the district.

- Name and grade
- Name of parent and/or guardian
- Address
- Telephone number, including the student's cell phone number
- E-mail address
- Date and place of birth
- Dates of attendance
- The image or likeness of students in pictures, videotape, film or other medium
- Major field of study
- Participation in activities and sports
- Degrees and awards received
- Social media usernames or handles
- Weight and height of members of athletic teams
- Most recent previous school attended
- Certain class work which may be published onto the Internet
- Classroom assignment and/or home room teacher
- Student ID number, user ID, or other unique personal identifier used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only the authorized user.

Directory information does not include a student's social security number.

Upon request, the district will provide military recruiters and institutions of higher education with the names, addresses, and telephone numbers of high school students unless a student's parents have notified the district in writing that they do not want this information disclosed without their prior written consent. Military recruiters will be granted the same access to a student in a high school grade as is provided to postsecondary educational institutions or to prospective employers of such students.

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Within 30 days prior to or following the commencement of each school year and, for a new student who enrolls after the commencement of a school year, within 30 days following such enrollment, the district will notify parents and guardians each year of their rights under this policy and the Family Educational Rights and Privacy Act. Parents will be given an opportunity to prevent the release of this directory information by filing a written objection with the district.

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When a student reaches 18 years of age, the permission or consent required of and the rights accorded to the parents or guardians of such student under this policy shall only be required of and accorded to such student. Within 30 days prior to or following the commencement of each school year and, for a new student who enrolls after the commencement of a school year, within 30 days following such enrollment, each school district shall notify each student who is at least 18 years of age or who will reach 18 years of age during such school year of (1) the option to make a written request to the school district that routine directory information for such student not be released in response to a request made by a military recruiter without such student's written consent and (2) that any such request made previously by a parent or guardian for such student expires upon the student reaching 18 years of age.

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

### 5022

#### **Investigations, Arrests, and Other Student Contact by Law Enforcement and Health and Human Services**

**[NOTE TO BE DELETED BEFORE ADOPTION:** This policy describes the manner that the school will handle investigations and arrests by law enforcement officers. This is one you will need to review in detail with your board. We have attempted to capture what we believe to be the most common practice in Nebraska schools. However, there are several legal options for dealing with your interaction with law enforcement. Because they are so varied, we recommend reviewing this policy, then discussing it with a KSB Attorney how it squares with your practices. If the policy doesn't reflect your practices, we can

work with you to modify the policy to fit the legal requirements and your district's practices.]

The school district and its administrators and staff desire to maintain a positive working relationship with law enforcement officers and other representatives of governmental bodies in the discharge of their duties. However, this desire must be balanced against other equally important factors such as a student's legal rights, ensuring that a student's time spent in school is for education, and acknowledging that the school stands *in loco parentis* to the students.

"Law enforcement officer" means police officers, county sheriffs, state patrolmen, Health and Human Service workers, Child Protective Services workers, Office of Juvenile Services workers, probation officers, U.S. Immigration and Customs Enforcement (ICE) agents, Federal Bureau of Investigations agents, or any other government investigatory workers.

"Parent" means the biological or adoptive mother or father, guardian, responsible relative, or any other person who has claimed legal or actual charge or control of the student pursuant to Nebraska law or Title 92 Nebraska Administrative Code Chapter 19.

Law enforcement officers are encouraged whenever possible to talk to a student away from the school before or after school hours so as to cause as little disruption as possible to the student's education.

Law enforcement officers may be called to the school at the request of school administration, or they may initiate contact with the school for their own purposes. Contact between the school and law enforcement officers on matters involving students shall be made through the office of the superintendent or building principal and the law enforcement officer. All reasonable attempts should be made to avoid embarrassing the student before his or her teachers and peers, and to avoid disrupting the student's and school's education program. Any questioning by law enforcement officers that is permitted should be conducted in a private room or area where confidentiality can be maintained. This should be an area removed from observation by or contact with other pupils and school personnel.

School staff shall promptly notify the superintendent when a student is questioned, arrested, or removed from school grounds by law enforcement officers.

## School Related Criminal Activity

This section applies to alleged or suspected criminal activity that 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.

Law enforcement officers will be allowed to contact and question students at school regarding school related criminal activity as provided below.

The building principal must be notified before a student may be questioned in school or taken from a classroom by law enforcement. The building principal should request identification of the officers, their affiliation with the identified law enforcement agency, and whether their purpose is to interview, interrogate, or take custody of the student.

The building principal will make reasonable attempts to contact a student's parent for their consent and/or presence before the student is interviewed. In the event that a parent cannot be contacted after reasonable attempts, the student will be questioned only if the law enforcement officer identifies emergency circumstances requiring immediate questioning. A building principal or designee shall be present for such questioning solely to further school purposes or avoid duplication of the investigative process. The student will be brought to a private room and the contact will be made out of sight of others as much as practicable.

If the student is suspected of criminal activity, it is the responsibility of the law enforcement officer to advise a student of his or her rights against self-incrimination.

The building principal shall document steps taken to notify parents, summarize the law enforcement activities, identify the actions taken by the District on behalf of the student, and any further contacts with law enforcement officer.

## Non-School Related Criminal Activity

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**Deleted:** If at any time the district's representative believes that the questioning is being conducted in an inappropriate manner and clearly contrary to the rights of the student, then the representative shall request that the law enforcement activities cease. The building principal will also make another attempt to contact the student's parent. .

**[OPTION 1]** Law enforcement officials may not question students at school unless parental consent is obtained or the law enforcement authorities have a warrant or court order.

**[OPTION 2]** Law enforcement officials may not question students at school.

### **Taking a Student into Custody**

Law enforcement officers seeking custody of a student must contact the superintendent or building principal. The principal will request the arresting law enforcement officer to provide a copy of the arrest warrant, written parental consent, court order, or other document giving authority to take the student into legal custody. If there is no document presented, the principal should obtain the officer's name, badge number identifying the law enforcement agency, date, time, the reason for the arrest, and the place to which the student is reportedly being taken. Whenever practicable, the arrest or release of the student should be conducted in a location and in a manner that minimizes observation by others.

When a law enforcement officer removes a student from the school, the building principal will take immediate steps to notify the parent about the student's removal and the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse.

### **Child Abuse and Neglect**

When law enforcement officers seek to investigate reports of alleged child neglect or abuse regarding a student, the building principal shall obtain a proper identification from the authorities or officials. If a student interview is conducted on school grounds, the building principal or designee and such other school personnel as appropriate shall observe the interview.

If the law enforcement officer decides to remove the student from school, school officials shall provide the law enforcement authorities with the address and telephone number of the student's parent or guardian. The principal or other school official shall, as a condition of releasing the student to the law enforcement officer, require the officer to sign a statement certifying that the child is being removed from school premises because he or she is believed to be the victim of child

abuse and that the officer understands and will comply with the legal requirements of NEB. REV. STAT. § 79-294.

**Student Records**

Student records will be shared with law enforcement officers only as allowed by state and federal law.

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, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

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

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

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

### **Short-Term Suspension**

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

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

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.
4. Students who are short-term suspended will be given the opportunity to complete classwork, including but not limited to examinations, under the following conditions: Parents or

students may be required to come to school and pick up assignments daily.

### **Emergency Exclusion**

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

### **Weapons and/or Firearms**

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

### **Long-Term Suspension**

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

### **Expulsion**

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.
2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer

who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.

3. **Suspension of Enforcement of an Expulsion:** Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.
4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.

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

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

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;

2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (see *also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;

10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
  - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
  - b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
  - c. Violating school bus rules as set by the school district or district staff;
  - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product, or imitation, or electronic cigarettes, vapor pens, etc.;
  - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
  - f. Possession of pornography;
  - g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
  - h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/newcomers;

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- 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 cyber-bullying, 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. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
  - k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
  - l. Using any object to simulate possession of a weapon; and
  - m. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

1. 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.

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2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
  - a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
  - b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
  - c. A statement that, before long-term suspension, expulsion, or mandatory reassignment for disciplinary purposes can be invoked, the student has a right to a hearing, upon request, on the specified charges;
  - d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
  - e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
  - f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail.
3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested

or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.

4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the hearing stage.
5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below.
6. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below, except that the time constraints set forth may differ as provided by law and this policy. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
7. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294). The school district will provide parents with copies of the relevant statutes upon request.

### **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.

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

**5045  
Student Fees**

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

**A. Definitions.**

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

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

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

Students are responsible for complying with the district's grooming and attire guidelines and for furnishing all clothing required for any special programs, courses or activities in which

they participate. The teacher, coach, or sponsor of the activity will generally provide students with written guidelines that detail any special clothing requirements and explain why the special clothing is required for the specific program, course or activity.

**2. Safety Equipment and Attire.**

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

**3. Personal or Consumable Items.**

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

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

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

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

- Industrial Technology Classes                      \$15.00
- Art Classes    \$10.00
- High School FCS    \$15.00
- Band    \$10.00
- Outdoor Education – Middle School              \$25.00
- Middle School Honor Choir – if selected        \$25.00
- Elementary After School Program                \$10.00

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Fee - \$5.00

**5. Extracurricular Activities.**

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

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

- Student activity card \$20.00  
*Covers admission to most regular season athletic events*
  
- Student participation fee \$20.00  
*Required of all students who participate in athletics and/or other extracurricular activities (Pay only one fee per year)*
  
- Middle School Builders Club \$ 1.00
  
- Football students must provide their own football shoes, and undergarments
  
- Golf students must provide their own Golf shoes, undergarments, and clubs
  
- Softball and Baseball students must provide their own shoes, gloves, and undergarments
  
- Track, Volleyball, Wrestling, Soccer and Basketball students must provide their own shoes and undergarments
  
- FFA, FCCLA, FBLA, Key Club, Skills USA Dues student pay dues of \$20.00 per activity

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▪ Dance and Cheerleading

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

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

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

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**7. Transportation Costs.**

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

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

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

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

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

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

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

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

**11. Charges for Musical Extracurricular Activities.**

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

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

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

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

### C. Waiver Policy.

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

### D. Distribution of Policy.

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

### E. Voluntary Contributions to Defray Costs.

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

**F. Student Fee Fund.**

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

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## G. Student Fee Hearing

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

Adopted on: June 9, 2014

Revised on: June 13, 2016, August 13, 2018

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

## 6035 Audio and Video Recording

Students and their parents or guardians should assume that any class in which students are enrolled may be recorded by the school district or other students for legitimate educational purposes. Recordings permitted pursuant to this policy may only be used by students for personal academic purposes and may not be republished without additional, written consent from a school administrator. For purposes of this policy "recording" includes still photographs, video, audio, and other similar data captured in any medium.

**Recordings Made by The District.** The district may use cameras or other devices for purposes of making security, safety, or other recordings without a specific purpose or for a specific purpose when such recordings are deemed necessary or appropriate by the administration. The district will not maintain the recordings unless the recording is purposefully copied and saved, and the recordings will only be available for review for a limited time based on the district's then-current recording capacity. The district administrators estimate that this is approximately 10 days but may change at any time.

**Classroom Recordings by Staff.** Staff members may make audio and video recordings of classroom instruction and school activities upon authorization of the superintendent or supervising administrator.

**Prohibited Recordings by Students.** Unless otherwise authorized by this policy or law, students are prohibited from making audio or

video recordings during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event, unless the recording is made in a manner permitted by the school for members of the public.

In such an instance, the students remain subject to the district's appropriate use and student discipline policies.

For example, this policy does not prohibit students from making recordings of an athletic event for their personal use similar to a parent or other patron, subject to other applicable board policy. However, this policy generally prohibits students from using smart-speakers or other devices which actively or passively create or transmit audio or video recordings, including Google Home, Amazon Alexa, Apple HomePod, and AngelSense devices.

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**Permitted Classroom Recordings by Students.** Students may make audio or video recordings of classroom lectures or discussions:

- (1) For their convenience after providing notice to the classroom teacher and receiving the teacher's permission;
- (2) For the benefit of another student who is absent after providing notice to the classroom teacher and receiving the teacher's permission;
- (3) If recording is necessary to accommodate the student's disability and is required by the student's Individualized Education Plan (IEP) or Section 504 Plan.

Staff may revoke permission to record if the recording distracts from or disrupts the classroom environment, unless the recording is necessary to accommodate a student's disability.

**Permitted Non-classroom Recordings.** Students may make audio or video recordings otherwise prohibited by this policy outside the classroom only with the permission of a teacher or school administrator, provided that such recordings otherwise comply with any applicable state and federal laws and district policy. In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.

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

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

## 6006

### Commencement Ceremony

The district shall conduct a commencement ceremony for members of the senior class at the end of the school year. Participation in the ceremony is a privilege, not a right, and the superintendent or his/her designee may prohibit students who have violated conduct rules from participating in the ceremony as a consequence for the misconduct.

Only those students who have completed all graduation requirements (i.e., completed the required coursework or achieved the goals set in the student's individual education plan) will be allowed to participate in commencement exercises.

Students who graduate from the School District of Seward must accumulate 235 hours. The total graduation requirements must include the following core curriculum:

Language Arts - - 45 hours

    Language Arts and English Classes – 40 hours

    Speech – 5 hours

Science - - 20 hours **(30 hours starting with the class of 2015)**

Mathematics - - 30 hours

Technology - - 5 hours

Vocational - - 5 hours

Social Science - - 35 hours

Physical Education - - 15 hours

Fine Arts or Foreign Language - - 5 hours

Personal Finance – 5 hours

Volunteer Service – 30 clock hours

The student handbook and registration book will list the core classes and the elective classes that are available.

## Early Graduation Plan

The School District of Seward supports the concept of early completion which is their senior year midterm or in some cases alternative high school as a means of accelerating students toward the achievement of lifetime plans. The following guidelines have been established for students to be eligible for early completion:

1. Students must meet all completion requirements established by the Board of Education in order to be eligible for early graduation as well as the credit hour requirements in each specific subject matter area.
2. A student who decides to opt for early graduation or completion is not eligible to participate in school sponsored activities following the last day he/she attends classes. The effective date for participation will end with the last day that the student is enrolled in classes. The only school activities that the applicant is eligible for will be the regularly scheduled graduation ceremony and the jr/sr prom.
3. This policy shall be evaluated annually by the high school principal and appropriate revisions shall be recommended to the Board for its consideration.

Adopted on: June 14, 2010

Revised on: July 11, 2011

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

Delete/Move the following Policies:

6008- Class Rank

Move Policy 4001 to 3053 and Delete Policy 4001-

KAREN A. HAASE  
STEVE WILLIAMS  
BOBBY TRUHE



COADY H. PRUETT  
SHARI RUSSELL, Paralegal

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## M E M O R A N D U M

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To: KSB Policy Service Subscribers

FROM: KSB School Law

DATE: June 3, 2019

RE: Annual Policy Updates

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Attached are the 2019 KSB School Law policy updates. We have also included changes to our standard forms and updates on some other laws which do not require changes to policies but do present new obligations or things to keep in mind as you enter the 2019-20 year. We have broken these down in 3 sections: "Policy Changes;" "Forms Changes;" and "Other Issues to Consider."

To assist subscribers in implementing these policy changes and the other considerations laid out in this Memo, **KSB will hold a webinar on Tuesday, June 4, 2019 at 9:00 a.m. Central Time.** In the webinar, we will give a brief overview of the changes and then answer questions from attendees regarding the policies and other considerations. We have included the link to the ZOOM conference in the cover e-mail that transmitted these updates. We will also record the webinar and will post it on the KSB School Law website in the Policy Updates section.

Please feel free to contact us if you have any additional questions or if you would like to have a policy customized or "tweaked" to meet your individual circumstances.

### **Policy Changes**

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#### **REVISION OF POLICY 2002: Organization of the Board**

LB 399 changes the name of the Committee on Americanism to the Committee on American Civics. You must appoint this committee at the

beginning of each calendar year. Previously, you appointed the committee at the beginning of each school year.

The duties of this committee now include the following:

- Hold no fewer than two public meetings annually, at least one when public testimony is accepted;
- Keep minutes of each meeting showing the time and place of the meeting, which members were present or absent, and the substance and details of all matters discussed;
- Examine and ensure that the social studies curriculum used in the district is aligned with the social studies standards adopted pursuant to section 79-760.01 and teaches foundational knowledge in civics, history, economics, financial literacy, and geography;
- Review and approve the social studies curriculum to ensure that it stresses the services of the men and women who played a crucial role in the achievement of national independence, establishment of our constitutional government, and preservation of the union and includes the incorporation of multicultural education as set forth in sections 79-719 to 79-723 in order to instill pride and respect for the nation's institutions and not be merely a recital of events and dates;
- Ensure that any curriculum recommended or approved by the committee on American civics is made readily accessible to the public and contains a reference to this section;
- Ensure that the district develops and utilizes formative, interim, and summative assessments to measure student mastery of the social studies standards adopted pursuant to section 79-760.01;
- Ensure that the social studies curriculum in the district incorporates one or more of the following for each student:
  - Administration of a written test that is identical to the entire civics portion of the naturalization test used by United States Citizenship and Immigration Services prior to the completion of eighth grade and again prior to the completion of twelfth grade with the individual score from each test for each student made available to a parent or guardian of such student; or
  - Attendance or participation between the commencement of eighth grade and completion of twelfth grade in a meeting of a public body as defined by section 84-1409 followed by the completion of a project or paper in which each student demonstrates or discusses the personal learning experience of such student related to such attendance or participation; or
  - Completion of a project or paper and a class presentation between the commencement of eighth grade and the completion of twelfth grade on a person or persons or an event

commemorated by a holiday listed in section 79-724(6) or on a topic related to such person or persons or event; and

- Take all such other steps as will assure the carrying out of the provisions of this section and provide a report to the school board regarding the committee's findings and recommendations.

Other requirements of LB 399 include the following:

- All social studies courses approved for grade levels as provided by this section shall include and adequately stress contributions of all ethnic groups to (a) the development and growth of America into a great nation, (b) art, music, education, medicine, literature, science, politics, and government, and (c) the military in all of this nation's wars.
- All grades of all public, private, denominational, and parochial schools, below the sixth grade, shall devote at least one hour per week to exercises or teaching periods for the following purpose:
  - The discussion of noteworthy events pertaining to American history or the exceptional acts of individuals and groups of Americans;
  - The historical background, memorization, and singing of patriotic songs such as the Star-Spangled Banner and America the Beautiful;
  - The development of respect for the American flag as a symbol of freedom and the sacrifices of those who secured that freedom; and
  - Instruction as to proper conduct in the presentation of the American flag.
- In at least two of the three grades from the fifth grade to the eighth grade in all public, private, denominational, and parochial schools, time shall be set aside for the teaching of American history from the social studies curriculum which shall be taught in such a manner that all students are given the opportunity to (a) become competent, responsible, patriotic, and civil citizens who possess a deep understanding of and respect for both the Constitution of the United States and the Constitution of Nebraska and (b) prepare to preserve, protect, and defend freedom and democracy in our nation and our world.
- In at least two courses in every high school, time shall be devoted to the teaching of civics and American history as outlined in the social studies standards adopted pursuant to section 79-760.01, during which courses specific attention shall be given to the following matters:
  - The Declaration of Independence, the United States Constitution, and the Constitution of Nebraska, and the structure and function of local government in this state;

- The benefits and advantages of representative government, the rights and responsibilities of citizenship in our government, and the dangers and fallacies of forms of government that restrict individual freedoms or possess antidemocratic ideals such as, but not limited to, Nazism and communism;
- The duties of citizenship, which include active participation in the improvement of a citizen's community, state, country, and world and the value and practice of civil discourse between opposing interests; and
- The application of knowledge in civics, history, economics, financial literacy, and geography to address societal issues.
- Appropriate patriotic exercises suitable to the occasion shall be held under the direction of the superintendent in every public, private, denominational, and parochial school on George Washington's birthday, Abraham Lincoln's birthday, Dr. Martin Luther King, Jr.'s birthday, Native American Heritage Day, Constitution Day, Memorial Day, Veterans Day, and Thanksgiving Day, or on the day or week preceding or following such holiday, if the school is in session.
- Every school board, the State Board of Education, and the superintendent of each school district in the state shall be held directly responsible in the order named for carrying out this section. Neglect thereof by any employee may be considered a cause for dismissal.

The State Board of Education has been directed to adopt rules and regulations to carry out these provisions and to ensure that all of these requirements are carried out by each school district.

**This change is required.**

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### **REVISION OF POLICY 2006: Complaints**

We have added a section to this policy that makes it clear that parents of students with IEPs and Section 504 plans cannot use the complaint process to side-step the formal administrative exhaustion requirements found in those laws and the accompanying regulations. We have had several instances over the last year in which unhappy special education parents have tried to appeal to the board to override decisions made by the student's IEP team. That is simply not allowed by the Individuals with Disabilities Education Act. We also believe this edit will make it more difficult for special education parents to sue the school district for money damages by seeking to identify a conflict over a disabled students' education as a Section 504 issue rather than an IDEA issue.

**This change is required.**

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**REVISION OF POLICY 2014: Relationship with School Attorney  
NEW NAME: Relationship with District Legal Counsel**

We have revised this policy to swap out the term "school's attorney" for "district legal counsel." We think this will make it clearer that the school's law firm serves at the discretion of the board of education, and the board is free to use law firms and legal services whenever it deems advisable. We have also added a provision in the policy that allows the board president or superintendent to retain an attorney if there is a pressing situation between board meetings. For example, this will allow the superintendent to retain a hearing officer before a personnel hearing if there is not a board meeting before the date of the hearing.

**This change is not required but is highly recommended.**

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**NEW POLICY 2017: Indemnification and Liability Insurance**

Nebraska statute section [79-516](#) has long provided broad authority for a board to purchase liability insurance and to indemnify board members, employees, and agents of the school in the event they become involved in a legal proceeding. This includes lawsuits, as well as administrative hearings, investigations, and others.

Most boards have purchased broad insurance coverage for defense costs and damages, but no insurance provider covers every single circumstance in which a board might want to indemnify board members or employees. This is why many administrator contracts have provisions providing indemnification if the administrator is involved in employment-related legal proceedings.

Some circumstances are trickier than the standard employment contract covers. For example, the board might want to provide indemnification for a principal facing a PPC complaint in some but not all situations. Similarly, there are a few obscure statutes under which a school board member could face criminal charges for the execution of his/her duties. These circumstances are not covered by insurance carriers but section 79-516 will allow the school board to provide a legal defense to the employees or board members in these circumstances.

This policy is designed to make it clear that the board may, but is not required, to provide a defense at the outset of these sorts of circumstances. This policy also allows the superintendent to procure legal services for other

employees in certain circumstances under their authority to secure legal services.

**This policy is not required but is highly recommended.**

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**REVISION OF POLICY 3003.1: Bidding for Construction, Remodeling, Repair, or Related Projects Financed with Federal Funds**

Very few school districts in Nebraska use federal funds for construction projects. However, those districts that do use federal dollars for construction must follow all of the special provisions required by the federal government. We included all of these special requirements in Policy 3004.1, but we have had feedback from auditors and NDE compliance reviewers that it is better to have all of these unique requirements centralized in the construction policy as well.

We have also modified this policy to make it clear that, although the federal limit for solicitation of sealed bids is \$250,000, Nebraska state law requires formal bidding for all construction projects with an anticipated aggregate cost of \$100,000 or more.

**This change is required, even though it is likely to impact very few districts.**

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**REVISION OF POLICY 3004.1: Fiscal Management for Purchasing and Procurement Using Federal Funds**

This revision just fixes a typographical error that we discovered when we were transferring duplicate sections of Policy 3004.1 into Policy 3003.1.

**This change is required.**

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**REVISION OF POLICY 3016: Smoking**

Two bills passed this year criminalizing the use of “electronic nicotine delivery systems,” defined as “any product or device containing nicotine, tobacco, or tobacco derivatives that employs a heating element, power source, electronic circuit, or other electronic, chemical, or mechanical means, regardless of shape or size, to simulate smoking by delivering the nicotine, tobacco, or tobacco derivatives in vapor, fog, mist, gas, or aerosol form to a person inhaling from the product or device.” LB 149 criminalizes the use of an electronic nicotine delivery system by any minor *under the age*

*of 19*. LB 397 criminalizes the use of an electronic nicotine delivery system by any minor *under the age of 18*. We have added the term “electronic nicotine delivery system” to the policy and cleaned up and added some additional terms. There are three options under this policy, and the district must choose one.

**This change is not required but is highly recommended.**

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### **REVISION OF POLICY 3028: Sex Offenders**

This policy has been amended to note that the second paragraph is no longer required by the Nebraska Sex Offender Registration Act. Several years ago, prior to changes to the Act, schools would get information about certain offenders not available to the general public. The Act used to require schools to disclose that information to its stakeholders. Now that nearly all offender information is publicly available, school districts may, but are not required to, notify staff members, parents, and students of any registered sex offenders residing in the school district. If you wish to continue to provide such notice, no policy change is required. If you do not wish to continue to provide such notice, you may delete this paragraph.

**This change is not required.**

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### **POLICY 3039: Threat Assessment and Response**

Policy 3039 was revised for clarity, but no substantive changes were made to Options 1 and 2.

**These changes are required.**

This policy was also updated to add a third option for school boards who decide to adopt the policy naming a “Law Enforcement Unit” under FERPA, discussed below. This option to Policy 3039 provides that the law enforcement unit will be responsible for conducting threat assessment investigations, and will share the results of that investigation with the superintendent for further action. However, please note that this is not required even if you chose to adopt the policy designating a law enforcement unit.

**This change is not required.**

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## **POLICY 3046: Animals at School**

We received many questions over the past year about former Policies 3046: Service Animals; 5060: Animals; and 5061: Therapy Dogs. In an attempt to better address these issues and to avoid further confusion, we have decided to combine all of the animal policies into Policy 3046: Animals at School.

The first section of this policy addresses the instructional use of animals in school. The policy requires the written permission of the superintendent or the building principal before a teacher can have an animal like a class pet in the building. We would be happy to tailor this section of the policy to address any different procedure that you might use.

The second section of this policy addresses service animals and is identical to our 2017 Policy Update, when we changed Policy 5060: Animals into Policy 3046: Service Animals. Some policy subscribers did not delete Policy 5060 at that time, which has resulted in some confusion. **If you have Policy 5060: Animals in your service, please delete it!**

The third section of this policy addresses “therapy animals” and was in former Policy 5061: Therapy Dogs. That policy was originally limited to dogs and placed in the 5000 series when it was created in 2012 at the specific request of policy subscribers that wanted to allow teachers to bring their therapy dogs to school. As you are probably aware, the news has been full of stories regarding people taking or attempting to take their therapy animals to a wide variety of public locations. Nebraska schools have not been immune to this trend. Many of our client schools have received requests from staff members, students, and members of the public to be allowed to bring their “therapy animals” to school.

The Americans with Disabilities Act (ADA) requires schools to allow students who comply with federal regulations to bring dogs and miniature horses to school. However, those regulations explicitly state that animals that provide only “emotional support, well-being, comfort, or companionship” (i.e. “therapy dogs”) are not service animals. Schools are not *required* to allow therapy animals at school under the service animal regulations. Are schools required to allow therapy animals into school as an accommodation under the ADA? Unfortunately, there is no guidance in the ADA or its regulations about allowing emotional support animals or therapy animals at school as an accommodation for a staff member, student, or patron. For this reason, we have given you **two options**. One is to allow therapy animals brought by a school employee when (1) approved by an administrator and (2) it is for the benefit of students. Otherwise, therapy animals are prohibited except as otherwise required by law. The second option bans therapy animals in school except as otherwise required by law. Obviously, there are other

options available. Please contact us if you would like to explore those other options.

**This change is required. DELETE Policy 5060: Animals if you did not do so after the 2017 policy updates; DELETE Policy 5061: Therapy Dogs; and select either Option 1 or Option 2 under the third section of this policy.**

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### **REVISION OF POLICY 3050: Technology in the Classroom**

Over the last year, we've received a number of calls regarding the use of smart speakers and other devices, such as AngelSense devices. In response, we updated this policy to provide additional clarity regarding the use of smart speaker devices and other forms of assistive technology that are becoming more widely used and requested. The updated language indicates that teachers may use smart speakers with the permission of building administration. Additionally, the updated language clarifies that assistive technology devices, such as AngelSense devices, that actively or passively create or transmit audio or video recordings must have that function disabled while being used in district classrooms, unless otherwise required by law.

**This change is not required.**

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### **NEW POLICY 3051: Opioid Overdose Prevention and Response**

In 2015 the Nebraska Unicameral authorized expanded access to naloxone, an opioid antagonist which is administered to individuals who are experiencing an opioid overdose. Naloxone, also known by its brand name Narcan, has been used by emergency responders for many years. Although the naloxone statute allows for dispensing naloxone without a prescription, the Department of Health and Human Services, Division of Public Health, has also issued a standing order to facilitate the availability of naloxone.

We have had several policy service subscribers ask us about the policy which they should have in place if they wish to stock and administer naloxone. This policy has been reviewed by both the Nebraska Department of Education and the Nebraska Department of Health and Human Services. The National Association of School Nurses has a naloxone administration protocol, which school nursing staff can review [here](#). There are also a number of programs which will provide schools with access to naloxone at little or no cost, which you can review [here](#).

**This policy is NOT required unless your district wants to stock and administer naloxone.**

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### **NEW POLICY 3052: Leasing Personal Property**

This is a new policy. It provides the authority for authorized personnel to lease personal property (e.g., equipment, goods, etc.) from vendors for school district use. Each board of education will need to select the total lease amount above which written quotes/estimates will be required to be obtained from multiple vendors.

This policy also provides the authority for the superintendent to lease out district-owned personal property that is not needed for school purposes. Boards will have to decide (1) the threshold (dollar amount) of the fair market value of the personal property under which the superintendent may lease out such property without board authorization, and (2) the maximum number of days that the superintendent can agree to lease out district-owned personal property.

**This policy is not required but is highly recommended. If it does not reflect your current practice, you should speak with one of us to tailor it to meet your current practices.**

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### **MOVED POLICY 3053: Nondiscrimination**

This policy has been 4001 in our series for some time. However, because it contains nondiscrimination provisions for laws that apply to students and staff, we have decided that it is more appropriate to have it in the 3000 series. Policy 4001 will now be “[Intentionally Left Blank].”

Be sure to check any internal references you may have made to this policy in other locations. Please note this is a nondiscrimination policy. You are also required to have nondiscrimination notices which you likely include in your handbooks, on your website, etc. We have updated our standard nondiscrimination notice below, as well, so now is a good time to review the policy and notices together.

**This move is required.**

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## **POLICY 3054: Law Enforcement Unit**

In the wake of increased threats to school districts' safety and security, we've had several subscribers interested in providing more information to law enforcement and other third parties outside the district. For example, several schools have asked whether they can provide law enforcement with live access to video surveillance cameras. Generally speaking, FERPA requires schools to obtain parental consent before disclosing education records, unless the disclosure fits within one of the narrow exceptions.

However, FERPA places no limits on the disclosure of records created and maintained by a district's designated "law enforcement unit." That means "law enforcement unit" records may be shared much more freely, because they do not constitute education records under FERPA.

Law enforcement units are defined as the school district staff or group which is charged with (1) maintaining the physical security and safety of the district to enforce any local, state, or federal law, or (2) authorized to refer criminal matters to appropriate authorities. These responsibilities mean that the school district's "law enforcement unit" may be responsible for the creation of records, such a video surveillance footage, that can be disclosed without regard to the restrictions of state and federal law.

Boards of education who want to share information like security footage with the police and others can use this policy to designate a school staff member or group as the district's "law enforcement unit." Before designating a law enforcement unit, however, boards should consider the complex legal and practical implications of designating a law enforcement unit. This includes understanding the scope and application of this "exemption" from FERPA, the use of law enforcement units and law enforcement unit records for disciplinary purposes, and the treatment of law enforcement unit records in different contexts and under different laws.

If you choose to adopt this policy, you should also update Policy 5016: Student Records, with the optional language addressing law enforcement unit records. As further discussed above, Policy 3039: Threat Assessment and Response was also updated with optional language available to schools that adopt this policy.

**This policy is not required.**

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## **DELETE POLICY 4001: Nondiscrimination**

This policy has been moved to the 3000 series. It will now be Policy 3053. Your index for the 4000 series should indicate that Policy 4001 will now be “[Intentionally Left Blank].”

**This move is required.**

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## **REVISION OF POLICY 4048: Assessment Administration and Security**

We have updated the internal references from Nebraska State Accountability (NeSA) to the Nebraska Student-Centered Assessment System (NSCAS).

**This change is required.**

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## **REVISION OF POLICY 4052: Job References to Prospective Employers**

Last summer the US Department of Education issued a Dear Colleague letter highlighting the requirements of Section 8546 of ESEA (20 U.S.C. § 7926). You can review the letter [here](#). ESEA states that all schools must have a policy prohibiting school employees from providing assistance in obtaining a new job to an employee, contractor, or agent if the school knows or has probable cause to believe that he/she has engaged in sexual misconduct with a student or minor in violation of the law. The prohibition does not apply to routine procedures regarding the transmission of administrative or personnel files, but prohibits the district or its agents from doing anything more than that to help the employee obtain new employment. This policy has been updated with a general prohibition as required by law.

**This change is required.**

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## **REVISION OF POLICY 5002: Admission of Students**

The Nebraska Supreme Court’s Commission on Children and Families in the Courts is working to improve the educational outcomes for court-involved students. One of the major impediments to these students’ educational success is a lack of educational stability. The Commission’s Education Sub-committee has developed a form called the “Education Court Report” which is designed to force probation officers and DHHS caseworkers to seek information about a student’s educational situation before the agency changes the student’s educational placement. If you have never seen the

form, [here](#) is a copy for you to review. Unfortunately, too few probation officers and caseworkers are completing this form. The new wording in Policy 5002 states that schools will ask to review the Education Court Report before enrolling a court-involved student. Note that we cannot refuse to enroll a student without the Education Court Report. We are hopeful that if schools consistently ask to review the Report, however, that this will prod the agencies to more consistently complete the form.

**This change is not required but is highly recommended.**

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### **REVISIONS OF POLICY 5016: Student Records**

Under the Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities Education Act (IDEA) there must be "data protections" set up around the personally identifiable student information in education records. The US Department of Education identifies elements which must be present in contracts between local education agencies and the testing companies. The good news is that in Nebraska the state department of education has signed a single statewide contract with ACT, Inc. The revision to Policy 5016 makes it clear that any information disclosed to ACT, Inc. by the school is pursuant to the portion of FERPA which allows schools to disclose information to their state departments of education. It also makes it clear that any redisclosure of information about student test scores by ACT, Inc. is governed by the NDE contract and not within the control of the local school district.

**This change is required.**

Under the section designating "school officials," we have added in the school district's insurance carriers. When schools report incidents which may trigger coverage, we often get the question of whether FERPA-protected information can be disclosed. This allows schools to disclose information and records to insurance representatives required to exercise the district's rights under the policy. It also eliminates a sentence which is more restrictive than required under federal law.

**This change is required.**

This policy was further updated to include optional language regarding the records of law enforcement units. This language should only be included if you also adopt the policy designating a law enforcement unit, discussed above.

**This change is optional, and should only be made if you also adopt a policy designating a law enforcement unit.**

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### **REVISION OF POLICY 5017: Routine Directory Information**

LB 575 adds a provision to state law to provide equal access to high schools for military recruiters that is enjoyed by all other post-secondary recruiters who visit high schools and speak with students about opportunities after graduation. This is the same concept put into law by the federal government under the 2001 No Child Left Behind Act, but the wording of the state law is slightly different than the federal law which necessitates an amendment to this policy.

**This change is required.**

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### **REVISION OF POLICY 5022 OPTION A: Investigations, Arrests, and Other Student Contact by Law Enforcement and Health and Human Services**

We modified the section in only this option of the policy relating to administrators being present in student interviews by law enforcement. We also deleted the requirement for administrators to intervene in the interviews with law enforcement.

**This change is not required but is highly recommended.**

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### **REVISION OF POLICY 5035: Student Discipline**

We revised two of the "school rules" in this policy. First, we added provisions prohibiting the possession, handling, or transmission of a look-a-like weapon and simulating the possession of a weapon. Second, we updated the wording related to vaping to include "an electronic nicotine delivery system" (discussed above in Policy 3016). We also changed a reference to "state law" to "the Nebraska Criminal Code" to track the wording found in section 79-293 regarding the requirement to report certain violations to law enforcement.

**This change is required.**

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## **REVISION OF POLICY 5045: Student Fees**

We revised this policy to add a section addressing fees associated with technological devices, which are becoming increasingly prevalent as more schools utilize 1:1 device programs. While such fees are lawful in limited circumstances, it is important that the policy and the district's practice make clear that fees will not be charged for the use of these devices when they are necessary to access the basic curriculum.

Additionally, we revised the formatting of the policy, because the previous tables used to list fees sometimes made it difficult to customize the policy.

**This change is not required.**

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## **REVISION OF POLICY 5063: Audio and Video Recording**

We've had a number of districts ask for guidance in dealing with student use of devices that actively or passively create or transmit audio or video recordings. This policy was updated to provide additional clarity with respect to this issue. As devices like Amazon Echo, Google Home, Apple HomePod, and AngelSense trackers are becoming more popular in use, more students are bringing these devices to school, sometimes unbeknownst to the district. In some situations, parents may be under the impression that their student is entitled to bring such a device to school. The updated language makes clear that students are generally prohibited from using such devices unless otherwise permitted by district policy or administration.

**This change is not required.**

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## **Forms Changes**

### **REVISION of Notice of Nondiscrimination**

Regulations implementing various antidiscrimination laws require recipients of federal funds to issue notices of nondiscrimination notifying students, parents, and others that the recipients do not discriminate on the basis of race, color, national origin, sex, disability, and age, and, if applicable, that they provide equal access to the Boy Scouts of America and other designated youth groups. Over the years, the U.S. Department of Education Office of Civil Rights (OCR) has approved various versions of the Notice of

Nondiscrimination used by our school district clients. Those different versions found their way into our stand-alone notices, handbook provisions, policy provision, etc. In order to ensure uniformity, we have revised our Notice of Nondiscrimination to essentially follow the sample notice provided by OCR across our policies and handbooks.

**This revision is required.**

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### **REVISION OF 3000 FORM: General Facility Use Application**

The liability insurance coverage limits appearing in this form have been updated to reflect the school district requiring applicants seeking to use district facilities to furnish liability coverage with limits of \$5,000,000 per occurrence. This level of coverage is consistent with the limit on the school district's tort liability under the Nebraska Political Subdivision Tort Claims Act. Applicants can meet this requirement through a combination of underlying liability policies and umbrella/excess policies. Applicants are also required to name the school district as an additional insured to such policies on a primary and non-contributory basis.

**This change is required. Failure to adopt this update may leave a gap between the insurance coverage furnished by a facility user for the benefit of the district and the liability limitation under the Nebraska Political Subdivision Tort Claims Act.**

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### **Veterans Preference Not Hiring Letter (4000 Series)**

Under Nebraska's Veterans Preference laws (48-225 to 48-231), any preference-eligible applicant must be informed if they will not be hired and provided with their appeal rights. Here is the exact provision of the law:

Within thirty days after filling a position, veterans who have applied and are not hired shall be notified by regular mail, electronic mail, telephone call, or personal service that they have not been hired. Such notice also shall advise the veteran of any administrative appeal available.

If you have a preference-eligible veteran apply and submit the required forms and documentation, this letter can be used to provide the required notices. You can also provide notice via phone call or e-mail, but we prefer using a letter to document the notice when possible.

The law does not require a school district to have an appeal procedure. Our form policy service does not include an appeal right. If you permit an appeal, you should include that process in this letter.

**This form is not required but can be used to satisfy your obligations under the Veterans Preference law in Nebraska.**

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### **SPECIAL EDUCATION PROCEDURES (6000 Series Form)**

KSB updated our procedures in February in response to new requirements conveyed to school districts during the special education audits conducted by NDE. The revised procedures address all of the areas required by Rule 51, IDEA, and its implementing regulations.

**The adoption of these procedures is required.**

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### **Other Issues to Consider**

#### **COMMENT ON POLICY 5015: Protection of Pupil Rights and Related Handbook Requirement**

Nebraska is 1 of 29 states which require administration of a college entrance exam to meet the requirement to administer an assessment in reading/language arts and mathematics at least once in grades 9-12 the Elementary and Secondary Education Act (ESEA). However, last spring, the department within the U.S. Department of Education in charge of protecting student privacy issued a document which requires schools to take certain steps related to administration of these exams. You can review a copy of that document [here](#).

One of the issues that the US Department of Education is concerned about is the voluntary pre-test surveys that the testing companies include in their exams. These surveys ask questions about all kinds of topics: academic interests, participation in extracurricular activities and religious affiliation. That information is then sold by the testing companies to colleges, universities, scholarship services and other organizations for the purposes of college recruitment and scholarship solicitation.

The US Department of Education's new guidance emphasizes that these surveys implicate the Protection of Pupil Rights Amendment (PPRA). Under PPRA, parents have a right to be consulted regarding the development of

district policies related to surveys covering restricted topics; they must also be notified annually about the policies and "informed "whenever a survey includes questions on a restricted topic or when student information will be for the purposes of marketing or selling.

Most educators have assumed that since the survey questions at the beginning of the ACT are voluntary, a student can choose whether to complete them or not. But note that, unless the student is 18, it is not the *student* who gets to decide whether the survey will be completed, it is the parent. PPRA requires schools to notify *parents* and give *parents* the opportunity to opt their student out of participation in the pre-surveys (unless the student is emancipated or is 18 or older).

The PPRA also requires schools to make pre-test survey questions available for review by parents and students and to provide parents (and emancipated students or those 18 or older) with notice of the date the survey will be administered.

As written, Policy 5015 is general enough that it will not have to be revised. However, your student handbooks will need to be updated to address this issue. The updated KSB student handbooks will be distributed to full service subscribers soon. If you do not use KSB's form handbooks, you will need to provide this updated notice to parents.

**No change to 5015 is required, but your handbooks will need to be updated.**

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**COMMENT ON POLICY 5057: District Title I Parent  
and Family Engagement and School-Parent-Student Compact  
Example Title I**

Each year, our service subscribers get visits from the ESSA Federal Programs monitoring staff from NDE. As many of you will recall, we've worked with NDE proactively on policies like Homeless Students and Title I Parent and Family Engagement to be sure the policies are in compliance long before the monitoring staff ask for them.

This year, NDE staff told some administrators who that our policy 5057 was not sufficient. After discussing the matter with NDE, and after they once again reviewed our policy in light of the compliance checklist, we have been assured that our policy is compliant. If you are going through the ESSA Federal Programs monitoring check and run into any issues, please let us know. If you're a full policy subscriber and want to be sure your policy is the

most current version, you can always get it from our website under the Complete Policy Service link.

Finally, we have provided an updated "School-Parent-Student Compact Example Title I" which removes the signature lines. If you want to use this version moving forward, you can. If you have been obtaining signatures on this document, it is no longer required to do so.

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### **REMINDER FOR POLICY 6036: Reading Instruction and Intervention Services**

Last year, the Unicameral passed LB 1081, thereby creating the Nebraska Reading Improvement Act (sections 79-2601 through 79-2607). This Act expresses the Unicameral's intent that all students in public schools be able to read at or above grade level by third grade. In order to meet this goal, school boards are required to develop policies to facilitate reading instruction and intervention services to address student reading needs, including, but not limited to, dyslexia. Beginning with the 2019-20 school year, schools will be required to administer reading assessments approved by NDE three times per school year to all students in kindergarten through third grade. A list of reading assessments that have been reviewed and approved by the Nebraska Department of Education can be [found here at NebraskaREADS](#). Schools will also be required to provide supplemental reading intervention programs to students identified with reading deficiencies to ensure that they are reading at or above grade level by the end of third grade. NDE's FAQ indicates that it will be providing a supplemental reading program template, but it was not yet available as of this writing. This policy, which we sent out last year, addresses all of the requirements of the new Act.

The Act also authorizes NDE to adopt rules and regulations. While the department has not yet done so, it has created [a list of Frequently Asked Questions that can be viewed here](#).

**This policy is required.**

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### **Fair Credit Reporting Act and Background Checks**

Some school business officials have reached out to us regarding changing obligations under the federal Fair Credit Reporting Act when schools and ESUs use third-party background check companies, like OneSource. If you've seen "FCRA" updates in various HR emails or tweets over the last year, it's likely because the FTC put out new forms last fall, and in January

the Ninth Circuit Court of Appeals issued a FCRA decision regarding the required notices.

These items are important, because the compliance obligations under FCRA fall to the employer and not the third-party company (and FCRA generally doesn't apply if you conduct your own). However, most schools work with an entity like OneSource which provides the required notices as a service. If you have questions about your FCRA obligations, please feel free to contact us. However, at this time we are not making any changes to our standard policies or forms.

Finally, please keep in mind that FCRA is different from Nebraska's state "ban the box" statutes which prohibit conducting criminal background checks (other than for crimes of abuse) until your school or ESU has determined that the employee meets the "minimum essential qualifications" for employment. These differ from the ADA and the "essential function" analysis, as well, and we already have the "MEQ" section at the beginning of our form job application in the 4000 series forms.

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### **LB 103: Changes in Property Tax Requests**

The Unicameral passed LB 103 and the Governor signed it early in the legislative session. It requires boards of education to hold an extra public hearing and pass a resolution when the district's tax collections will increase, regardless of whether the increase resulted from higher property valuations or from a higher property tax levy. The bill specifies what information must be provided in published notices of the public hearing.

Boards of education and school administrators should be aware of these new requirements. Both the Nebraska Department of Education and the Nebraska State Auditor will be developing the forms necessary for boards of education to use in making property tax requests in compliance with LB 103. These new requirements do not require a policy change or any immediate board action, but you should prepare for them.

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### **LB 281: Posting the Child Abuse Hotline Number**

This bill requires all public schools to either:

1. Post a sign with the statewide toll-free child abuse and neglect number in English and Spanish in a “clearly visible location in a public area of the school”; OR
2. Post a link to the sign or poster on its website.

NDE has been given the authority to contract with an appropriate entity to create such a poster.

---

### **LB 675: Contracts for Certain Services**

This bill changes the maximum length of contracts for utility services, refuse disposal, transportation services, maintenance services, financial services, insurance, security services, and instructional materials, supplies, and equipment from four years to seven year. The maximum contract length allowed for collective bargaining agreements remains four years.

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### **LB 630: Sexting and Revenge Porn**

LB 630 changes the criminal penalties for sexting and creates a new criminal offense for revenge porn and sexual extortion. This new law doesn't require any policy changes, but the new crimes will be included in the definitions of the crimes which principals must report to law enforcement under Policy 5035. When schools provide the annual digital citizenship training to students required by the Children's Internet Privacy Protection Act, you should be sure to include a summary of these new crimes.

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### **Title IX Regulatory Changes**

In November of 2018, the US Department of Education released new proposed Title IX regulations. We have been warning for several months that the revisions to the Title IX regulations which have been proposed by the US Department of Education will have enormous policy implications for K-12 school districts. If you would like to review our summary of the proposed regulations, we blogged about the regulations [here](#).

News reports indicate that the proposed rule generated more than 100,000 pieces of feedback. Now that the notice-and-comment period has closed, the Department of Education is under legal obligation to consider and respond to all substantive comments. Department of Education has set an internal goal of releasing the final regulations in September, although that

target date can be extended. Once we have the final regulation, KSB will develop compliant Title IX policies for subscribers' consideration. We will also be training both administrators and board members on the new regulations. In the meantime, there is nothing to do but wait to see if the regulators take the concerns of the K-12 education community to heart and revise the proposed regulations.

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## **CONCLUSION**

It is all too easy to adopt policies that look good, but that do not actually reflect how the school operates or assist the school in accomplishing its goals. Every year we stress that it is very important to us to give you a working, useful set of policies and a continuing ***policy service***. There is no additional charge for revisions to these policies or consultation about them. Please don't hesitate to contact any one of us with questions. Our group e-mail address is [ksb@ksbschoollaw.com](mailto:ksb@ksbschoollaw.com).

## 5022

### **Investigations, Arrests, and Other Student Contact by Law Enforcement and Health and Human Services**

The school district and its administrators and staff desire to maintain a positive working relationship with law enforcement officers and other representatives of governmental bodies in the discharge of their duties. However, this desire must be balanced against other equally important factors such as a student's legal rights, ensuring that a student's time spent in school is for education, and acknowledging that the school stands *in loco parentis* to the students.

"Law enforcement officer" means police officers, county sheriffs, state patrolmen, Health and Human Service workers, Child Protective Services workers, Office of Juvenile Services workers, probation officers, U.S. Immigration and Customs Enforcement (ICE) agents, Federal Bureau of Investigations agents, or any other government investigatory workers.

"Parent" means the biological or adoptive mother or father, guardian, responsible relative, or any other person who has claimed legal or actual charge or control of the student pursuant to Nebraska law or Title 92 Nebraska Administrative Code Chapter 19.

Law enforcement officers are encouraged whenever possible to talk to a student away from the school before or after school hours so as to cause as little disruption as possible to the student's education.

Law enforcement officers may be called to the school at the request of school administration, or they may initiate contact with the school for their own purposes. Contact between the school and law enforcement officers on matters involving students shall be made through the office of the superintendent or building principal and the law enforcement officer. All reasonable attempts should be made to avoid embarrassing the student before his or her teachers and peers, and to avoid disrupting the student's and school's education program. Any questioning by law enforcement officers that is permitted should be conducted in a private room or area where confidentiality can be maintained. This should be an area removed from observation by or contact with other pupils and school personnel.

School staff shall promptly notify the superintendent when a student is questioned, arrested, or removed from school grounds by law enforcement officers.

## **School Related Criminal Activity**

This section applies to alleged or suspected criminal activity that 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.

Law enforcement officers will be allowed to contact and question students at school regarding school related criminal activity as provided below.

The building principal must be notified before a student may be questioned in school or taken from a classroom by law enforcement. The building principal should request identification of the officers, their affiliation with the identified law enforcement agency, and whether their purpose is to interview, interrogate, or take custody of the student.

The building principal will make reasonable attempts to contact a student's parent for their consent and/or presence before the student is interviewed. In the event that a parent cannot be contacted after reasonable attempts, the student will be questioned only if the law enforcement officer identifies emergency circumstances requiring immediate questioning. A building principal or designee shall be present for such questioning. The student will be brought to a private room and the contact will be made out of sight of others as much as practicable.

If the student is suspected of criminal activity, it is the responsibility of the law enforcement officer to advise a student of his or her rights against self-incrimination.

If at any time the district's representative believes that the questioning is being conducted in an inappropriate manner and clearly contrary to the rights of the student, then the representative shall request that the law enforcement activities cease. The building principal will also make another attempt to contact the student's parent.

The building principal shall document steps taken to notify parents, summarize the law enforcement activities, identify the actions taken by the District on behalf of the student, and any further contacts with law enforcement officer.

## **Non-School Related Criminal Activity**

Law enforcement officials may not question students at school unless parental consent is obtained or the law enforcement authorities have a warrant or court order.

## **Taking a Student into Custody**

Law enforcement officers seeking custody of a student must contact the superintendent or building principal. The principal will request the arresting law enforcement officer to provide a copy of the arrest warrant, written parental consent, court order, or other document giving authority to take the student into legal custody. If there is no document presented, the principal should obtain the officer's name, badge number identifying the law enforcement agency, date, time, the reason for the arrest, and the place to which the student is reportedly being taken. Whenever practicable, the arrest or release of the student should be conducted in a location and in a manner that minimizes observation by others.

When a law enforcement officer removes a student from the school, the building principal will take immediate steps to notify the parent about the student's removal and the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse.

## **Child Abuse and Neglect**

When law enforcement officers seek to investigate reports of alleged child neglect or abuse regarding a student, the building principal shall obtain a proper identification from the authorities or officials. If a student interview is conducted on school grounds, the building principal or designee and such other school personnel as appropriate shall observe the interview.

If the law enforcement officer decides to remove the student from school, school officials shall provide the law enforcement authorities with the address and telephone number of the student's parent or guardian. The principal or other school official shall, as a condition of releasing the student to the law enforcement officer, require the officer to sign a statement certifying that the child is being removed from school premises because he or she is believed to be the victim of child

abuse and that the officer understands and will comply with the legal requirements of NEB. REV. STAT. § 79-294.

### **Student Records**

Student records will be shared with law enforcement officers only as allowed by state and federal law.

Adopted on: June 14, 2010

Revised on: August 15, 2017

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

**2017**  
**Indemnification and Liability Insurance**

In addition to circumstances where it is obligated to provide indemnity or procure insurance, the school board has broad authority to purchase insurance or otherwise indemnify school board members, officers, employees, or agents of the school district. The school board will purchase liability insurance and provide indemnification at its discretion and review its current coverages and indemnification obligations when it deems appropriate.

In the event the school district's current insurance, indemnification agreements, contract obligations, or other promises to indemnify do not cover a situation which the school board can agree to cover, the school board may authorize indemnification. The school board may elect to indemnify any board member, officer, agent, or employee if he or she is a party or is threatened to be made a party in any pending or completed suit, proceeding, or any other action, whether criminal, civil, administrative, or investigative, if the individual is involved because of current or past service on the board, employment, or agency relationship with the school district. However, the indemnification and defense will only be considered if such person acted in good faith and in a manner he or she reasonably believed to be in the best interests or not opposed to the best interests of the school district, including in a criminal proceeding if he or she had no reasonable cause to believe the conduct was unlawful.

In circumstances involving employees, the board delegates to the Superintendent the authority to provide the indemnification to the extent the Superintendent is authorized to procure legal services, as long as the indemnification is otherwise consistent with the authority granted under the law.

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

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

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

## **Opioid Overdose Prevention and Response**

The district will maintain an opioid antagonist in its schools, specifically naloxone, otherwise known by its brand name Narcan. Pursuant to Nebraska law and the Naloxone Standing Order issued by the Nebraska DHHS, Division of Public Health, the board will permit school nurses, trained school staff, or other individuals qualified by law to administer naloxone to any person at school or a school event displaying symptoms of an opioid overdose.

This policy shall not create a duty on the part of the school district and/or its personnel to administer naloxone. School representatives will not administer naloxone under the following circumstances:

- a. Naloxone is not available during the overdose emergency;
- b. There is no individual available who is qualified to administer naloxone; or
- c. School representatives are uncertain as to whether an opioid overdose is occurring.

Nothing in this policy is intended to regulate, restrict or otherwise deter a law enforcement officer, emergency medical technician, volunteer fire fighter, licensed medical professional or other authorized individual from administering his/her own supply of naloxone when responding in good faith to a suspected drug overdose occurring on school district property or at a school-sponsored event.

**Procurement and Storage.** The superintendent, in consultation with the school's nursing staff, will make the necessary arrangements to obtain naloxone. The naloxone will be stored unlocked in the nurses' office(s). The superintendent, in consultation with the school's nursing staff, will reorder naloxone.

Naloxone that is nearing its expiration date will be replaced. The school nurse shall maintain a log of naloxone supplies consistent with the district's practices for logging other medications.

**Training.** Licensed health care professionals and school resource officers employed on the high school and middle school levels shall all complete an approved naloxone training prior to carrying and/or administering naloxone. Other school staff members may be trained as determined by the administration. Once trained, staff members shall review the DHHS standing order and applicable naloxone administration protocols as needed.

**Recordkeeping and Reporting.** Any individual who administers naloxone on behalf of the school district will promptly notify the building principal and superintendent of the facts and circumstances surrounding the drug overdose incident. The administration of naloxone to any student will be documented in his/her cumulative health record. The administration of naloxone to any staff member will be documented in his/her personnel file.

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

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

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

**3052**

### **Leasing Personal Property**

#### **I. Leases of Personal Property by the District**

##### **A. Applicability of this policy.**

Leases of personal property using any 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 Purchasing and Procurement with Federal Funds, which is found elsewhere in this section.

This policy applies to all other leases of personal property made by the school district other than construction, remodeling, repair and site improvements.

##### **B. General Leasing Policy**

1. The school district's budget shall be the guide for all leases of personal property. Any leases of personal property must be approved by the board or superintendent.
2. The board intends to lease competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended.

3. The leasing of equipment and other goods shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the leasing program of the school district.
4. Leases of personal property or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.
5. No board member, employee, volunteer, parent-teacher organization, or other individual or entity may use a school district account, its tax identification number, or its tax exemption to make personal leases of any kind or for any reason.

### **C. Leasing Procedures**

1. School personnel must secure the approval of the board or superintendent before entering into a lease for personal property.
2. For lease of more than \$ [REDACTED], the district will secure written quotes and/or estimates from a reasonable number of vendors. The district will lease from a responsible vendor with the lowest price unless the board approves the lease from the more expensive vendor.

### **D. Relations with Vendors**

1. The board wishes to maintain good working relations with vendors who lease equipment, goods, and other personal property to the school system. The school shall not extend favoritism to any vendors. Each lease shall be entered into on the basis of quality, price and delivery, with past experiences being a factor if all other considerations are equal.
2. No lease shall be made that violates any conflict of interest policy or law.
3. The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the lease will be awarded to the firm that is located within the district. However, the board will not sacrifice either quality or economy to patronize local businesses.

## **II. Lease of District-Owned Personal Property to Others**

**A. Personal Property Valued at No More Than \$\_\_\_\_\_**

If the Superintendent determines that any personal property that is owned by the school district and has a fair market value of no more than \$\_\_\_\_\_ is not needed for school district use, the Superintendent may enter into a lease agreement for a period no longer than the period of time during which such property is not needed for school purposes and in no event longer than \_\_\_\_\_ days. The Superintendent is authorized to determine the terms and conditions of the lease of this district-owned personal property, provided however that Superintendent will avoid leasing such personal property at a rate that is significantly lower than the fair market value for comparable rentals of similar personal property. At Superintendent's discretion, Superintendent may require lessors of this district-owned personal property to furnish property and liability insurance covering lessors use of such property.

**B. Personal Property Valued in Excess of \$\_\_\_\_\_**

If the board of education determines that any personal property that is owned by the school district and has a fair market value of at least \$\_\_\_\_\_ is not needed for school district use, the board may lease such property, or portion thereof, upon such terms and conditions as it determines.

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

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

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

**3054**

**Law Enforcement Unit**

The board is committed to providing a safe environment conducive to learning for members of the school community. In furtherance of this commitment, the board designates [insert designated individual(s) or department/offices here] to act as the district's Law Enforcement Unit.

**Authority of the Law Enforcement Unit.** The law enforcement unit is officially authorized to:

- Enforce any local, State, or Federal law, or refer to appropriate authorities a matter for enforcement of any local, State, or Federal law against; *and*
- Maintain the physical security and safety of the district

In maintaining the physical security and safety of the district, the law enforcement unit may employ surveillance or other safety or security equipment in compliance with state and federal law. The law enforcement unit is responsible for the maintenance and security of any such equipment.

**Records of the Law Enforcement Unit.** All records created and maintained by the law enforcement unit for a law enforcement purpose are considered law enforcement unit records. This would include any records produced by surveillance or other safety or security equipment employed by the law enforcement unit to maintain the physical security and safety of the district.

Law enforcement unit records must be maintained by the law enforcement unit until the unit determines the records may be destroyed. The law enforcement unit is responsible for maintaining law enforcement unit records separate and apart from the student records maintained by the district pursuant to the board's policy regarding student records.

Law enforcement unit records may only be disclosed with the authorization of the Superintendent or his/her designee. Only copies of law enforcement unit records may be disclosed, and the original must be retained by the law enforcement unit and will continue to be considered a law enforcement unit record.

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

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

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

## **Bid Form**

To: Seward Public Schools  
410 South Street  
Seward, NE 68434

Date: Tuesday, May 28 2019

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The undersigned, has examined all documents, is familiarized with the different buildings, project manuals, special conditions, addenda, and has included the purchase of materials, labor, and awarding of contracts: hereby proposes and agrees to perform everything required to be performed, and to provide any an all labor, materials, equipment, tools need to complete the install of video surveillance system at the various locations in Seward Public Schools District in Seward, Nebraska, all in strict conformance

with Drawings and Project Manual dated May 28, 2019 for the following BID Items:

BID Item 1: Installation at each of the following buildings.

- Seward Elementary School-\$ 25,558.00
- Seward Middle School-\$ 16,192.00
- Seward High School- \$ 40,810.00

Total Installation Cost of all buildings \$ 82,560.00

Cost of Initial and or Reoccurring Software/Maintenance cost for

- Seward Elementary School-\$ 0
- Seward Middle School-\$ 0
- Seward High School- \$ 0

Total Cost of Reoccurring Software/Maintenance \$ 0 (free software upgrades)

Mark an x on the following:

Frequency: Annual \_\_\_\_\_ Other Time Period \_\_\_\_\_ , \_\_\_\_\_ years  
or One Time Cost \_\_\_\_\_

\_\_\_\_\_

The undersigned hereby acknowledges receipt of the following Addenda's to the Drawings and/or project manual

Addenda Numbers 1

Dated 6/17/19 respectively.

In submitting this proposal, it is understood that the Seward Board of Education reserves the right to reject any and all bids or parts thereof, and to waive any irregularities.

Bidder: Americom Communications

By: Trevor Kinnett

Title: Sales Director

Signature:  \_\_\_\_\_

Business Address: Americom Communications

307 P Street

Lincoln, NE 68508

Phone: (402) 489-9700

Date: 6/28/19

## **Bid Form**

To: Seward Public Schools  
410 South Street  
Seward, NE 68434

Date: Tuesday, May 28 2019

---

The undersigned, has examined all documents, is familiarized with the different buildings, project manuals, special conditions, addenda, and has included the purchase of materials, labor, and awarding of contracts: hereby proposes and agrees to perform everything required to be performed, and to provide any an all labor, materials, equipment, tools need to complete the install of video surveillance system at the various locations in Seward Public Schools District in Seward, Nebraska, all in strict conformance

with Drawings and Project Manual dated May 28, 2019 for the following BID Items:

BID Item 1: Installation at each of the following buildings.

- Seward Elementary School-\$ 29,446.00
- Seward Middle School-\$ 29,499.00
- Seward High School- \$ 36,868.00

Total Installation Cost of all buildings \$ 95,813.00

Cost of Initial and or Reoccurring Software/Maintenance cost for

- Seward Elementary School-\$ N/A
- Seward Middle School-\$ N/A
- Seward High School- \$ N/A

Total Cost of Reoccurring Software/Maintenance \$ N/A

Mark an x on the following:

Frequency: Annual N/A Other Time Period \_\_\_\_\_, \_\_\_\_\_ years  
or One Time Cost \_\_\_\_\_

\_\_\_\_\_

The undersigned hereby acknowledges receipt of the following Addenda's to the Drawings and/or project manual

Addenda Numbers 1

Dated 6/17/19 respectively.

## BID FORM

Project Identification: Seward Public Schools Storage Building  
Architect Project No.: N/A

1. **BID RECIPIENT.** This Bid is submitted to: Seward Public Schools, Attn: Superintendent Josh Fields, 410 South Street, Seward, NE 68434.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. **BIDDER'S ACKNOWLEDGMENTS.** Bidder accepts all of the terms and conditions of the Bidding Documents and Instructions to Bidders. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3. **BIDDER'S REPRESENTATIONS.** The Bidder represents and agrees that:

- A. The Bidder has read and understands the Bidding Documents;
- B. The Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- C. The Bid complies with the Bidding Documents;
- D. The person or persons who have signed and submitted this Bid are legally authorized to do so and to bind the Bidder to a contract;
- E. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents listed above;
- F. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception;
- G. The bidder is complying with and will continue to comply with fair labor standards in the pursuit of their business and in the execution of the contract which is being bid;
- H. The Bidder waives any claim it has, or may have, against the School District and its agents or representatives, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any bid; waiver

of any requirements under the bid documents or the contract documents; acceptance or rejection of any bids; and award of the contract;

- I. The Bidder is familiar with and is satisfied as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- J. The Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- K. The Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- L. The Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- M. The Bidder has given the Architect and/or the Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Architect and/or the Owner is acceptable to the Bidder;
- N. The Bidder, and any subcontractor, is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from submitting bids to any State or Federal department or agency or any political subdivision of the State of Nebraska;
- O. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
- P. The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- Q. The Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- R. The Bidder has read and understands the provisions set forth in the Bidding Documents, including but not limited to:

- (1) AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor, AS AMENDED;
- (2) Addenda

No.	Date	Pages
-----	------	-------

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(3) Other:

4. **BID.** The Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. TOTAL AMOUNT OF BASE BID:

POST AND BEAM OPTION \$ \_\_\_\_\_

STICK FRAMED OPTION \$ 90,522.00

B. Additive Alternative(s):

(1) No. 1: \$ \_\_\_\_\_

(2) No. 2: \$ \_\_\_\_\_

C. Deductive Alternative(s):

(1) No. 1: \$ \_\_\_\_\_

(2) No. 2: \$ \_\_\_\_\_

5. **COMPLETION DATES.** Bidder agrees that its anticipated start date is 8-1-19 and it will attain Substantial Completion of the Work by 9-15-19 and Final Completion by 10-15-19.

6. **BID ATTACHMENTS.** The following documents are attached to and made a part of the Bid:

A. ~~Required Bid security in the form of a:~~

~~Bid Bond (AIA A310);~~

~~Certified Check; or~~

~~Cashier's Check.~~

B. Contractor's Qualification Statement - AIA Document A305-1986.

C. Proposed Work Schedule.

D. Any exceptions to the bid requirements.

E. Proposed contract modifications, if any.

7. **INSURANCE.** The insurance limits for each type of insurance typically

maintained by the Bidder are listed below are as follows:

	Each occurrence/General aggregate	
A. Commercial General Liability:	\$ 1,000,000	/ \$ 2,000,000
B. Automobile Liability:	\$ 1,000,000	/ \$ _____
C. Umbrella Liability:	\$ _____	/ \$ _____
D. Employer's Liability: WC	\$ 100,000	/ \$ 100,000 / 500,000
E. Other: _____	\$ _____	/ \$ _____

James C. Lenz  
Signature

James C. Lenz  
Printed Name

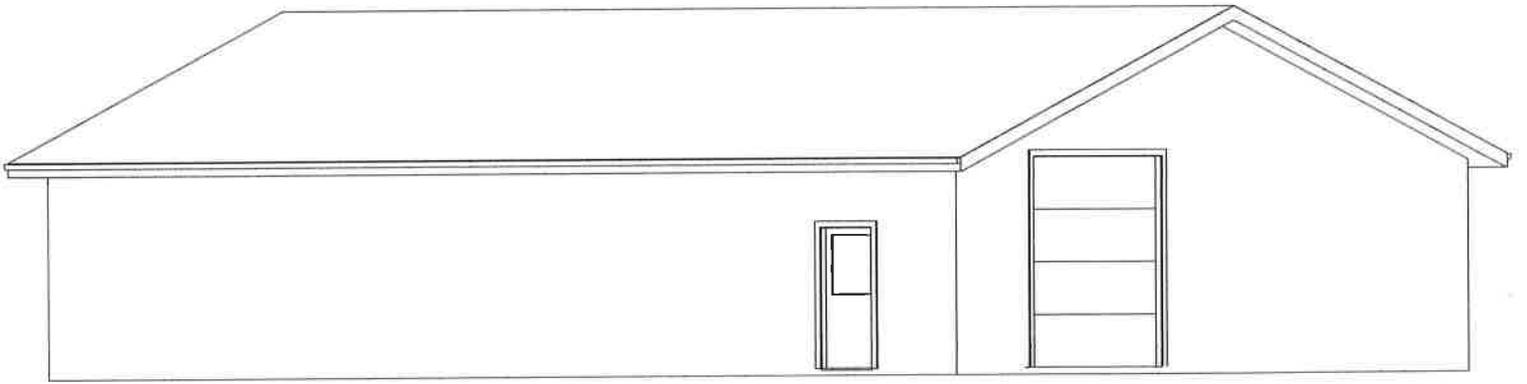
President  
Title

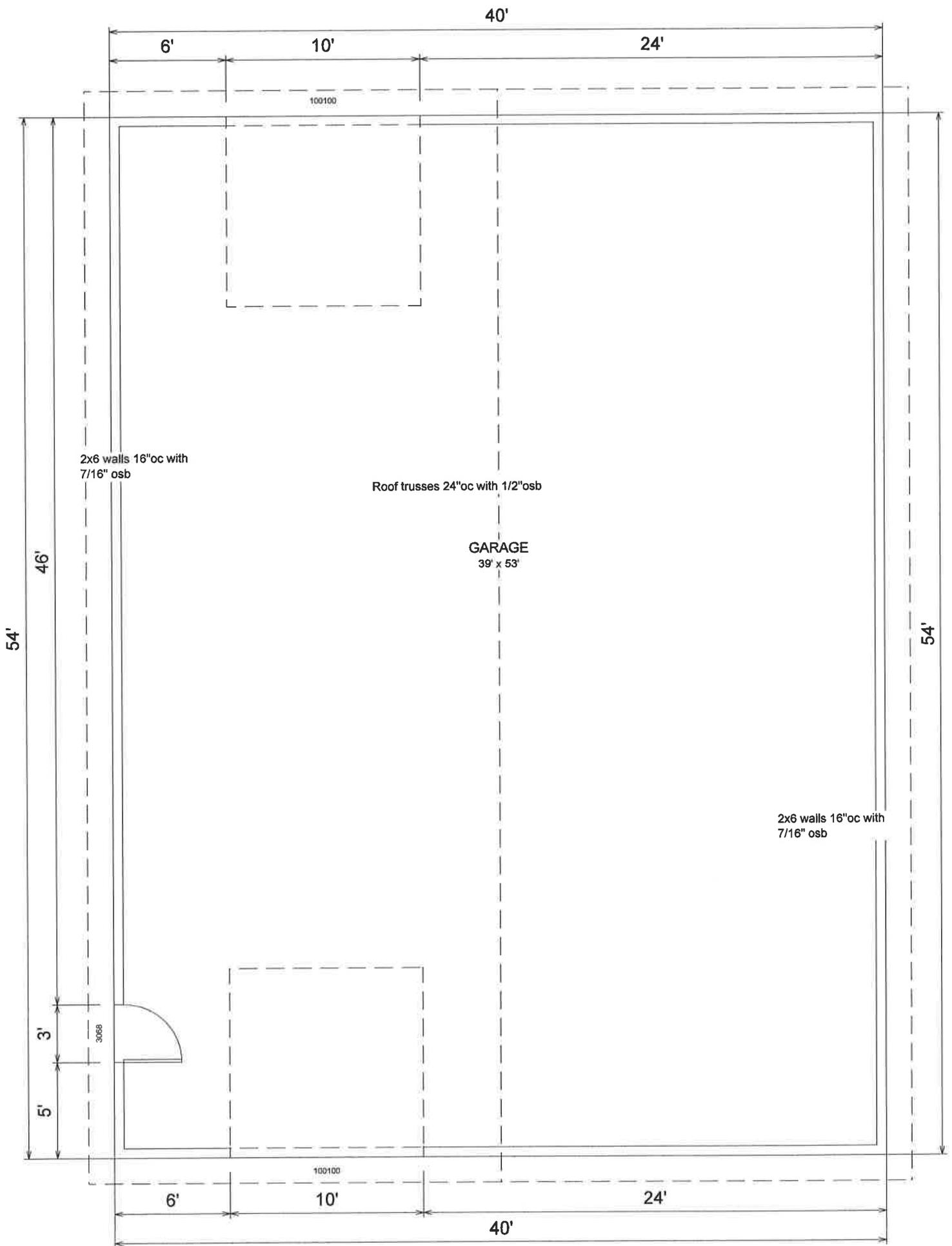
Lenz Construction  
Firm Name

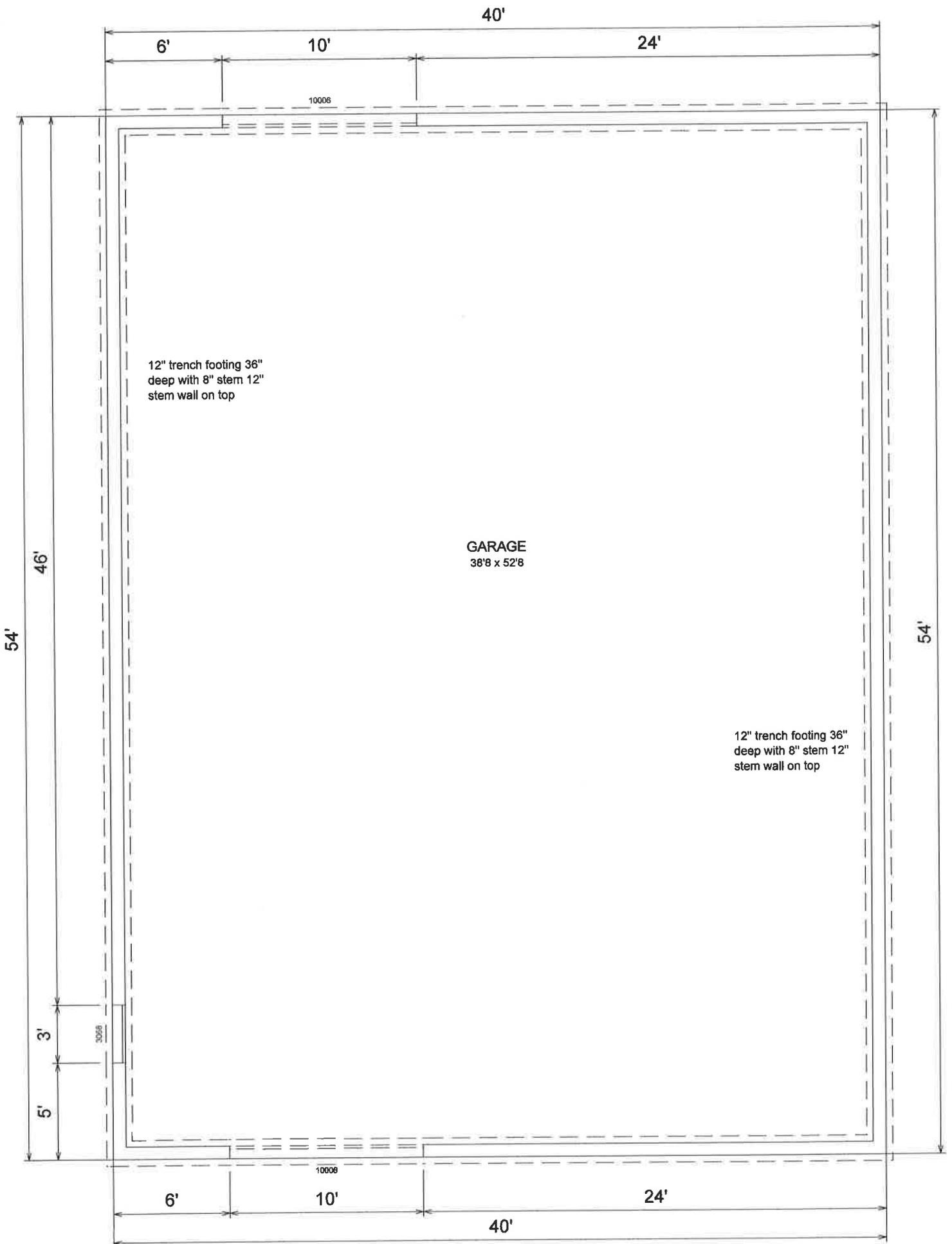
2560 TimberCreek Dr. Seward NE 68434  
Address

402-641-0737  
Telephone Number

Lenzconstruction@windstream.net  
E-mail







## **Bid Form**

To: Seward Public Schools  
410 South Street  
Seward, NE 68434

Date: Tuesday, May 28 2019

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The undersigned, has examined all documents, is familiarized with the different buildings, project manuals, special conditions, addenda, and has included the purchase of materials, labor, and awarding of contracts: hereby proposes and agrees to perform everything required to be performed, and to provide any an all labor, materials, equipment, tools need to complete the install of video surveillence system at the various locations in Seward Public Schools District in Seward, Nebraska, all in strict conformance

with Drawings and Project Manual dated May 28, 2019 for the following BID Items:

BID Item 1: Installation at each of the following buildings.

- Seward Elementary School-\$ 22,451.05
- Seward Middle School-\$ 20,761.52
- Seward High School- \$ 48,371.78

Total Installation Cost of all buildings \$ 91,584.35

Cost of Initial and or Reoccurring Software/Maintenance cost for

- Seward Elementary School-\$ 0.00
- Seward Middle School-\$ 0.00
- Seward High School- \$ 0.00

Total Cost of Reoccurring Software/Maintenance \$ None

Mark an x on the following:

Frequency: Annual \_\_\_\_\_ Other Time Period \_\_\_\_\_, \_\_\_\_\_ years  
or One Time Cost \_\_\_\_\_

\*\*Avigilon doesnt have reoccurring fees for access control. Service contracts can be provided if interested.

\_\_\_\_\_

The undersigned hereby acknowledges receipt of the following Addenda's to the Drawings and/or project manual

Addenda Numbers #1

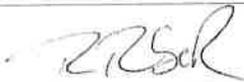
Dated 6/17/19 respectively.

In submitting this proposal, it is understood that the Seward Board of Education reserves the right to reject any and all bids or parts thereof, and to waive any irregularities.

Bidder: Protex Central, Inc.

By: Tom Reiber

Title: Regional Sales Director

Signature: 

Business Address: Protex Central, Inc.  
1239 North Minnesota Ave  
Hastings, NE 68901

Phone: 402-463-0666

Date: 7/1/19

