

## **Agenda**

- I. Call to Order
  - I.1. Pledge of Allegiance
  - I.2. Posting Verification
  - I.3. Open Meeting Act Notice
  - I.4. Mission Statement
- II. Roll Call
- III. Amendments to the Agenda/Approval of the Proposed Agenda
- IV. Recognition of Visitors/Public Comments Pertaining to Action Items
- V. Building Update
- VI. Action Items
  - VI.1. Approve and Sign Regular and Special Meeting Minutes
  - VI.2. Approval of BD Pay Application
  - VI.3. Approval of Monthly Budget Reports and Expenditures
  - VI.4. Discuss and Approve 2024-2025 Meal Prices
  - VI.5. Approve 2024-2025 Substitute Teacher Pay
  - VI.6. Approve 2024-2025 School Auditing Firm
- VII. Policy Review
  - VII.1. Review \Updated Policy Suggestions from Perry Law Firm
- VIII. Administrative Reports
  - VIII.1. Superintendent Report
  - VIII.2. Principal Report
  - VIII.3. ESU 15 Report
  - VIII.4. NASB Report
- IX. Executive Session
  - IX.1. Enter into Executive Session
  - IX.2. Return to Open Session
- X. Recognition of Visitors/Public Comments
- XI. Next Regular Meeting
- XII. Adjourn

## **Wauneta-Palisade Schools Board of Education Regular Meeting Minutes**

The Board of Education for the District of Chase County School District #15-0536 a/k/a Wauneta-Palisade Public Schools was convened in open, public session for a Regular Meeting at 6:01 PM Mountain on May 13, 2024, in the Central Office, Wauneta Attendance Center, PO Box 368, Wauneta, NE 69045, by President Sandman.

Notice of the meeting was given in advance by publication and/or posting in accordance with the Board approved method for giving notice of meetings. Notice of this meeting was given in advance to all members of the Board of Education. The Secretary of the Board maintains a list of the news media requesting notification of the meetings and advance notification to the listed media of the time and place of the meeting and the subjects to be discussed at this meeting was provided. Availability of the agenda was communicated in the publicized notice and a current copy of the Agenda was maintained as stated in the publicized notice. All proceedings of the Board of Education, except as may be hereinafter noted, were taken while the convened meeting was open to the attendance of the public.

### **Announcement of Open Meetings Act Posting**

At the beginning of the meeting, President Sandman announced and informed the public that a current copy of the Open Meeting Act is permanently posted in the meeting room on a laminated poster, accessible to members of the public.

### **Mission Statement**

Inspiring our Youth, Expecting Results Everyday

I. Call to Order. President Sandman called the meeting to order at 6:01 pm MT

I.1. Pledge of Allegiance. The Pledge of Allegiance was recited.

I.2. Posting Verification. Maris and Sandman verified posting.

I.3. Open Meetings Act Notice

I.4. Mission Statement

II. Roll Call

Present Board Members: Hondo Fanning, John Jutten, Laurie Maris, Aaron McKinney, Allison Sandman, and Marty Wheeler

III. Amendments to the Agenda/Approval of the Proposed Agenda

To amend the agenda to add action items to include three additional accounts payable items and future of Palisade building passed with a motion by Laurie Maris and a second by Aaron McKinney.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

IV. Recognition of Visitors/Public Comments Pertaining to Agenda Items. None

V. Discussion Items

V.1. Building Update

Geier shared that we have OAC meeting on Thursday 5/16 at 10 am MT. Since Scott's departure, Randy and Allison will be the point of contact for the remainder of the project. There has been a lot of progress in the kitchen and finishing touches on the second floor.

VI. Action Items

VI.1. Approval and Signing of April Minutes

To approve and sign the minutes from the 4/15/2024 regular meeting passed with a motion by Laurie Maris and a second by Marty Wheeler.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

VI.2. Approval of BD Pay App #15

To approve BD pay app #15 of \$268,516.43 passed with a motion by Hondo Fanning and a second by Laurie Maris.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

VI.3. Approval of District Expenditures and Budget Reports

To accept the monthly budget reports as presented and approve the district expenditures of Payroll: \$301,707.01, GF Accounts Payable: \$80,225.70, BF Accounts Payable: \$799,669.84 for a TOTAL: \$1,182,602.55 passed with a motion by Hondo Fanning and a second by John Jutten.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

VI.3.1. Approve CashWa Walk-in Cooler Payment

To approve payment to CashWa for the new walk-in cooler/freezer of \$53,196.81 passed with a motion by Laurie Maris and a second by Marty Wheeler.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

VI.3.2. Approval of NebraskaLand Bank Lease Payment

To approve lease payment of \$442,714.50 to NebraskaLand National Bank passed with a motion by Laurie Maris and a second by John Jutten.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

VI.3.3. Approve Wauneta Municipal Utilities Payment

To approve payment of \$35,242.10 to Wauneta Municipal Utilities for transformer passed with a motion by Marty Wheeler and a second by Aaron McKinney.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

#### VI.4. Approval of Superintendent Contract

To renew and approve Randy Geier's superintendent contract for 2024-2025 with a salary of \$158,760 passed with a motion by Laurie Maris and a second by John Jutten.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

#### VI.5. Approval of Teacher Contracts

To approve .5 FTE teaching contract for 2024-2025 school year for Jennifer DeWester and .5 FTE teaching contract for 2024-2025 school year for Angela Christner passed with a motion by John Jutten and a second by Hondo Fanning.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

#### VI.6. Adopt 2024-2025 School Calendar

To table adoption of 2024-2025 school calendar passed with a motion by Laurie Maris and a second by Allison Sandman.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

#### VI.7. Future of Palisade Attendance Center

Randy shared the title report for the Palisade building that was ordered by Perry Law Firm. Geier shared that we need to consider selling the lot that the building is located and where to advertise the future sale.

No Action Taken.

### VII. Policy Review

#### VII.1. Approval and Adoptions of Policies 5501.01 & 5501.02

To approve and adopt Policy 5501.01 and 5501.02 waiving the oral reading of the policies passed with a motion by Laurie Maris and a second by John Jutten.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

### VIII. Administrative Reports

#### VIII.1. Superintendent Report

Geier shared that RPAC superintendent meeting is next week. The students earned a day off on 5/10/2024 for meeting MAPS goals. Some students did have to report for credit recovery.

VIII.2. Principal Report. Frecks shared potential PK and K enrollment numbers. Ms. Ballon has completed two great concerts and looking forward to next year. Awards night was very successful with 8th grade promotion and NHS induction and Honor Roll recognition. All elementary classes have completed a field trip. Field Day is Wednesday. Frecks shared the remainder of school year. Frecks shared information about the state track qualifiers

VIII.3. ESU 15 Report. Sandman shared that ESU 15 will meet tomorrow covering On to College agreement, ESUCC agreement.

VIII.4. NASB Report. Sandman reported that there has been a federal suit filed against social media platforms.

IX. Recognition of Visitors/Public Comments. None

X. Next Regular Meeting. Monday, June 10, 2024, at 6 pm MT in Wauneta.

XII. Adjourn

Motion to adjourn at 7:41 pm MT passed with a motion by Allison Sandman and a second by Hondo Fanning.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

Respectfully submitted,  
Marty Wheeler,  
Board Secretary

Dated this May 13, 2024  
Chase County School District #536  
a/k/a Wauneta-Palisade Public Schools

By: \_\_\_\_\_  
Board Secretary

Attest: \_\_\_\_\_  
Board President

## **Wauneta-Palisade Schools Board of Education Special Meeting Minutes**

The Board of Education for the District of Chase County School District #15-0536 a/k/a Wauneta-Palisade Public Schools was convened in open, public session for a Special Meeting at 12:07 pm MT on May 24, 2024, in the Central Office, Wauneta Attendance Center, PO Box 368, Wauneta, NE 69045, by President Sandman.

Notice of the meeting was given in advance by publication and/or posting in accordance with the Board approved method for giving notice of meetings. Notice of this meeting was given in advance to all members of the Board of Education. The Secretary of the Board maintains a list of the news media requesting notification of the meetings and advance notification to the listed media of the time and place of the meeting and the subjects to be discussed at this meeting was provided. Availability of the agenda was communicated in the publicized notice and a current copy of the Agenda was maintained as stated in the publicized notice. All proceedings of the Board of Education, except as may be hereinafter noted, were taken while the convened meeting was open to the attendance of the public.

### **Announcement of Open Meetings Act Posting**

At the beginning of the meeting, President Sandman announced and informed the public that a current copy of the Open Meeting Act is permanently posted in the meeting room on a laminated poster, accessible to members of the public.

### **Mission Statement**

Inspiring our Youth, Expecting Results Everyday

I. Call to Order. President Sandman opened the meeting at 12:07 pm MT.

I.1. Pledge of Allegiance. The Pledge of Allegiance was recited.

I.2. Posting Verification. Maris and Sandman verified.

I.3. Open Meetings Act

I.4. Mission Statement

II. Roll Call. Present Board Members: Hondo Fanning, Laurie Maris, Allison Sandman, and Marty Wheeler. Absent Board Members: John Jutten, Aaron McKinney.

III. Action Items

III.1. Authorize Superintendent to Sell/Dispose Surplus Property. To authorize Mr. Geier to sell or dispose surplus property passed with a motion by Laurie Maris and a second by Hondo Fanning.

Hondo Fanning: Yea, Laurie Maris: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

IV. Adjourn. To adjourn at 12:15 pm MT Passed with a motion by Allison Sandman and a second by Laurie Maris.

Hondo Fanning: Yea, John Jutten: Absent, Laurie Maris: Yea, Aaron McKinney: Absent, Allison Sandman: Yea, Marty Wheeler: Yea.

Respectfully submitted,  
Marty Wheeler,  
Board Secretary

Dated this May 24, 2024  
Chase County School District #536  
a/k/a Wauneta-Palisade Public Schools

By: _____	Attest: _____
Board Secretary	Board President

## REQUEST FOR PAYMENT

From: BD Construction, Inc. / Kearney  
 P.O. Box 726 / 209 E 6th Street  
 Kearney, NE 68848

To: Wauneta Palisade Public Schools  
 214 W Wichita St  
 Wauneta, NE 69045

Invoice: 800300  
 Draw: 16  
 Invoice date: 5/31/2024  
 Period ending date: 5/31/2024

Contract For:

**Request for payment:**

Original contract amount	\$7,497,217.50		
Approved changes	\$0.00		
Revised contract amount		\$7,497,217.50	
Contract completed to date		\$6,271,342.52	
Add-ons to date	\$0.00		
Taxes to date	\$0.00		
Less retainage	\$313,567.21		
Total completed less retainage		\$5,957,775.31	
Less previous requests	\$5,235,421.25		
Current request for payment		\$722,354.06	
Current billing		\$760,372.69	
Current additional charges	\$0.00		
Current tax	\$0.00		
Less current retainage	\$38,018.63		
Current amount due		\$722,354.06	
Remaining contract to bill	\$1,539,442.19		

Project: 22-02-0301  
 Wauneta Palisade Reno & Addition

Contract date: 11/19/2021

Architect: Wilkins Hinrichs Stober Arch

Scope: School Renovation & Addition

Architect Approval	Amount Certified	Date
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CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner		
Total approved this Month		
<b>TOTALS</b>		
<b>NET CHANGES by Change Order</b>		

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Wauneta Palisade Public Schools relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: BD Construction, Inc. / Kearney

State Of Nebraska

County Of Buffalo

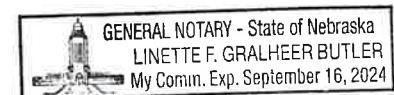
By: Kent E. Cordes

Subscribed and sworn to before me this 5 day of June, 2024

Date: 6/5/24

Notary Public

My commission expires: 9.16.24



## REQUEST FOR PAYMENT DETAIL

Project: 22-02-0301 / Wauneta PalisadeReno&Ad

Invoice: 800300

Draw: 16

Period Ending Date: 5/31/2024

Detail Page 2 of 3 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
1.0	Pre-Con General Conditions	37,625.00	37,625.00			37,625.00	100.00		1,881.25
2.0	General Conditions	526,590.40	283,630.00	32,470.00		316,100.00	60.03	210,490.40	15,805.03
3.0	General Requirements	206,046.60	269,305.90	17,965.38		287,271.28	139.42	-81,224.68	14,363.56
4.0	Temporary Walls - Allowance	45,000.00	13,913.93	435.00		14,348.93	31.89	30,651.07	717.46
5.0	Interior Demo - Midwest Demc	108,300.00	76,059.00			76,059.00	70.23	32,241.00	3,802.95
6.0	Building Concrete - Heartland	392,154.66	338,450.53	20,951.89		359,402.42	91.65	32,752.24	17,970.12
7.0	Misc Concrete - Allowance	25,000.00	10,955.20			10,955.20	43.82	14,044.80	547.76
8.0	Reinforcing Steel - Conc Ind	32,610.00	26,529.78			26,529.78	81.35	6,080.22	1,326.49
9.0	Excavate Elev Pit - Est Cost	7,500.00	5,443.00			5,443.00	72.57	2,057.00	272.15
10.0	Masonry - Masonry Unlimited	45,780.00	45,780.00			45,780.00	100.00		2,289.00
11.0	Structural Steel - 4G Steel	78,764.00	50,581.61			50,581.61	64.22	28,182.39	2,529.08
12.0	Strcl Steel Erect - Est Cost	75,000.00	58,708.67	1,169.04		59,877.71	79.84	15,122.29	2,993.89
13.0	Carpentry - BD Construction	127,158.00	88,100.90	12,424.30		100,525.20	79.06	26,632.80	5,026.28
14.0	Casework - Designercraft	37,094.00	26,959.80			26,959.80	72.68	10,134.20	1,347.99
15.0	Roofing Addition - Tri Cities	35,035.00	35,035.00			35,035.00	100.00		1,751.76
16.0	Roof Patch - Allowance	5,000.00	4,432.55			4,432.55	88.65	567.45	221.63
17.0	Sealants - BD Construction	23,683.00	412.50			412.50	1.74	23,270.50	20.63
18.0	Doors & Hardware - Metal D&I	169,558.00	153,731.20	1,985.00		155,716.20	91.84	13,841.80	7,785.81
19.0	Coiling Door - PTC	37,149.00	1,131.00	22,808.00		23,939.00	64.44	13,210.00	1,196.95
20.0	Kalwall System - SGH	29,367.00	29,367.00			29,367.00	100.00		1,468.35
21.0	Alum Strfront & Glaz - Tri Co	115,087.00	54,980.64	40,828.36		95,809.00	83.25	19,278.00	4,790.45
22.0	Drywall & Framing - Mitchell	838,942.00	434,375.59	302,163.00		736,538.59	87.79	102,403.41	36,826.93
23.0	Painting	123,769.00	120,000.00			120,000.00	96.95	3,769.00	6,000.00
24.0	Acoustical Ceiling - TC Ceilng	53,400.00	55,000.00			55,000.00	103.00	-1,600.00	2,750.00
25.0	Flooring - Floors	114,283.00	110,367.40			110,367.40	96.57	3,915.60	5,518.37
26.0	Polished Concrete - SurfaceSl	26,600.00						26,600.00	
27.0	Display & Markers Boards - P1	28,054.60	25,689.42			25,689.42	91.57	2,365.18	1,284.47
28.0	Wall Protection - EPCO	9,323.46	7,960.99	539.00		8,499.99	91.17	823.47	425.00
29.0	Fire Extinguishers - EPCO	1,557.00	1,557.00			1,557.00	100.00		77.85
30.0	Toilet Accessories - EPCO	2,769.00	2,764.33			2,764.33	99.83	4.67	138.22
31.0	Toilet Partitions - PTC	7,498.82	2,535.67			2,535.67	33.81	4,963.15	126.78
32.0	Interior Signage - Allowance	500.00		21.36		21.36	4.27	478.64	1.07
33.0	Exterior Signage - Allowance	15,000.00						15,000.00	

## REQUEST FOR PAYMENT DETAIL

Project: 22-02-0301 / Wauneta PalisadeReno&Ad

Invoice: 800300

Draw: 16

Period Ending Date: 5/31/2024

Detail Page 3 of 3 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
34.0	Athletic Equipment - PTC	100,738.75	100,738.75			100,738.75	100.00		5,036.94
35.0	Window Coverings - Craftsma	1,123.00						1,123.00	
36.0	Gym Floor - Sports Unlimited	91,483.00						91,483.00	
37.0	Pre Eng Metal Bldg - Ceco	392,506.00	392,263.32			392,263.32	99.94	242.68	19,613.17
38.0	PEMB Erect - Big Johnson	195,379.00	195,379.00			195,379.00	100.00		9,768.95
39.0	Elevator - TK Elevators	145,265.00	72,632.50			72,632.50	50.00	72,632.50	3,631.63
40.0	Fire Suppresion - NE FireSpkl	55,449.00	52,634.10	16.67		52,650.77	94.95	2,798.23	2,632.54
41.0	Plumbing	321,215.01	239,476.00	82,079.01		321,555.01	100.11	-340.00	16,077.76
41.1	SteamPipeRadtrRemoval-Allo	12,500.00						12,500.00	
42.0	HVAC - Rutts Htg & Air	1,004,342.50	860,289.68	121,272.00		981,561.68	97.73	22,780.82	49,078.08
43.0	Electrical - Pivot Electric	616,600.00	544,750.00	41,400.00		586,150.00	95.06	30,450.00	29,307.50
44.0	Communications - Kidwell	164,824.00	121,498.00	19,747.00		141,245.00	85.69	23,579.00	7,062.25
45.0	Earthwork - TK Ventures	101,763.64	113,803.00			113,803.00	111.83	-12,039.36	5,690.15
46.0	Termite Control - Allowance	5,000.00	7,800.00			7,800.00	156.00	-2,800.00	390.00
47.0	Parking Lot Striping - Allowan	5,000.00						5,000.00	
48.0	Owner's Contingency	164,944.22	58,592.09	99.42		58,691.51	35.58	106,252.71	2,934.57
49.0	Post Bid Inflation	50,000.00	25,008.00			25,008.00	50.02	24,992.00	1,250.40
50.0	Estimating Adjustment	323,542.15	85,381.31	5,790.04		91,171.35	28.18	232,370.80	4,558.57
51.0	Contractor's Fee	356,643.69	262,081.47	36,208.22		298,289.69	83.64	58,354.00	14,914.47
52.0	CM Bond Costs	7,700.00	7,259.00			7,259.00	94.27	441.00	362.95

Totals	7,497,217.50	5,510,969.83	760,372.69		6,271,342.52	83.65	1,225,874.98	313,567.21
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**Wauneta Palisade Public School**  
**214 W Wichita St**  
**Wauneta, NE 69045**

Invoice 0  
 Draw 16  
 Date 6/3/24  
 Customer 23018  
 Billing Thru: 5/31/2024

**Contract:** 22-02-030 School Addition & Renovation

**Contract Recap:**

Construction Budget	\$	7,497,217.50
Estimated Budget Change to Date	\$	-
Construction to Date	\$	7,497,217.50
Total Completed to Date	\$	5,510,969.83
Retainage	\$	(313,567.21)
Total Earned Less Retainage	\$	5,957,775.31
Less Previous Billings	\$	(5,235,421.25)

AMOUNT DUE THIS INVOICE \$ 722,354.06

**Net 10 Days**

CSI Division	Description	Quantity	Rate	Amount
<b>01</b>	<b>General Conditions</b>			
01-3113.10	Sr. Accounting	2.5	\$ 75.00	\$ 187.50
01-3113.20	Accounting	16	\$ 70.00	\$ 1,120.00
01-3113.30	Construction Op Director	0	\$ 115.00	\$ -
01-3113.44	Field Operations Director	17.5	\$ 115.00	\$ 2,012.50
01-3113-45	Project Engineer		\$ 150.00	\$ -
01-3113.50	Project Manager	84	\$ 80.00	\$ 6,720.00
		0	\$ 100.00	\$ -
01-3113.55	Assistant Project Manager	19.5	\$ 65.00	\$ 1,267.50
01-3113.60	Superintendent	236	\$ 85.00	\$ 20,060.00
		4.5	\$ 105.00	\$ 472.50
01-3113.75	Contract Administration	2.5	\$ 70.00	\$ 175.00
60-3000-99	In House Design	6.5	\$ 70.00	\$ 455.00
01-3113.80	Project Executive	0	\$ 150.00	\$ -
	<b>TOTAL GENERAL CONDITIONS</b>			<b>\$ 32,470.00</b>

<b>01</b>	<b>General Requirements</b>			
01-3100.10	Bid Advertising			\$ -
01-3100.40	Incidental Const Services			
	Superintendent	0	\$ 85.00	\$ -
		0	\$ 105.00	\$ -
	Assistant Superintendent	13	\$ 75.00	\$ 975.00
	Leadman	4	\$ 70.00	\$ 280.00
		0	\$ 87.50	\$ -
	Skilled Laborer	0	\$ 65.00	\$ -
			\$ 80.00	\$ -
	Laborer	0	\$ 50.00	\$ -
			\$ 62.50	\$ -
	Other Misc Costs			\$ 228.73
01-5133.10	Temporary Telephone/Internet			\$ 160.00
01-5136.10	Temporary Drinking Water			\$ 12.84
01-5139.10	Field Office			\$ -
	Temp Power Hook up			\$ -

01-5213.99	Field Office Supplies				\$	-
01-5219.10	Sanitary Facilities				\$	937.20
01-5626.10	Temporary Fencing				\$	-
					\$	-
					\$	-
01-7113.10	Mobilization	Skilled Laborer	0	\$ 65.00	\$	-
		Superintendent	0	\$ 85.00	\$	-
				\$ 105.00	\$	-
		Leadman	0	\$ 70.00	\$	-
				\$ 87.50	\$	-
		Skilled Laborer	0	\$ 65.00	\$	-
				\$ 80.00	\$	-
		Laborer		\$ 50.00	\$	-
				\$ 62.50	\$	-
		Material			\$	-
		Other Misc Costs			\$	-
01-7419.10	Refuse Collection & Disposal				\$	1,248.88
01-7423.10	Cleaning				\$	-
		Superintendent		\$ 85.00		
				\$ 105.00		
		Assistant Superintendent	11	\$ 75.00	\$	825.00
				\$ 87.50		
		Leadman	50	\$ 70.00	\$	3,500.00
			1	\$ 87.50	\$	87.50
		Laborer	0	\$ 50.00	\$	-
				\$ 62.50	\$	-
		Material			\$	-
		Material			\$	-
		Subcontractor			\$	-
60-1000.99	Survey				\$	-
70-1000.20	Equipment Fuel				\$	-
70-1000.99	Mileage				\$	-
		Week of 04/29/24 - BD29	454	\$0.655	\$	297.37
		Week of 05/06/24 - BD29	602	\$0.655	\$	394.31
		Week of 05/13/24 - BD29	477	\$0.655	\$	312.44
		Week of 05/20/24 - BD29	206	\$0.655	\$	134.93
		Week of 05/30/24 - BD9	294	\$0.655	\$	192.57
70-2000.99	Lodging				\$	1,200.00
70-3000.99	Meals				\$	
		Week of 05/06/24	4	\$25.00	\$	100.00
		Week of 05/13/24	4	\$25.00	\$	100.00
		Week of 05/20/24	5	\$25.00	\$	125.00
		Week of 05/28/24	4	\$25.00	\$	100.00
70-7000.99	Equipment				\$	
		Leased Equipment			\$	1,783.61
		<u>BD Equipment</u>				
		Job Trailer	1	\$650.00	\$	650.00
		Storage Trailer	1	\$160.00	\$	160.00
		Man Lift / Genie	1	\$1,385.00	\$	1,385.00
		Skid Steer	0	\$1,785.00	\$	-
		Forklift	1	\$2,400.00	\$	2,400.00
		Bobcat	0	\$1,395.00	\$	-
		Ranger	1	\$375.00	\$	375.00
<b>TOTAL GENERAL REQUIREMENTS</b>					<b>\$</b>	<b>17,965.38</b>

01 Temporary Barriers						
01-5600.99	Temporary Walls					
		Superintendent	0	\$ 65.00	\$	-
				\$ 105.00	\$	-
		Leadman	3	\$ 70.00	\$	210.00
				\$ 87.50	\$	

	<i>Assistant Superintendent</i>	3	\$	75.00	\$	225.00
			\$	80.00		
	<i>Laborer</i>	0	\$	50.00	\$	-
	<i>Material</i>				\$	-
	<i>Material</i>				\$	-
<b>TOTAL TEMPORARY BARRIERS</b>					<b>\$</b>	<b>435.00</b>
<b>02 Existing Conditions</b>						
02-4100.99	<i>Demolition</i>					
	<i>Subcontractor</i>				\$	-
	<i>Laborer</i>	0	\$	50.00	\$	-
<b>TOTAL EXISTING CONDITIONS</b>					<b>\$</b>	<b>-</b>
<b>03 Concrete</b>						
03-3000.99	<i>Cast in Place Concrete</i>				\$	17,493.89
	<i>Subcontractor</i>				\$	
03-2000.99	<i>Concrete Reinforcing</i>				\$	3,458.00
	<i>Subcontractor</i>				\$	
<b>TOTAL CONCRETE</b>					<b>\$</b>	<b>20,951.89</b>
<b>05 Metals</b>						
05-1000.10	<i>Structural Metal Framing</i>				\$	-
	<i>Subcontractor</i>				\$	
05-1000.20	<i>Structural Steel Erection</i>				\$	1,169.04
	<i>Subcontractor</i>				\$	
<b>TOTAL METALS</b>					<b>\$</b>	<b>1,169.04</b>
<b>70 Contingencies</b>						
70-1100-99	<i>Contingencies</i>				\$	99.42
70-1100.99	<i>Estimating Adjustment</i>				\$	5,790.04
	<i>Demolition</i>				\$	
	<i>Superintendent</i>	0	\$	65.00	\$	-
	<i>Laborer</i>	0	\$	50.00	\$	-
	<i>Materials</i>				\$	-
					\$	-
<b>TOTAL CONTINGENCY</b>					<b>\$</b>	<b>5,889.46</b>

Invoices By Job per Cost Code

BD Construction, Inc. / Kearney

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All Invoices

Invoice	Invoice Date	Description	Original Amount
<b>22-02-030</b> Wauneta-Palisade School - CMA			
01-3100-40		Incidental Const Services	
1207		Adams Lumber - Imperial	
		PO Box 878	
		Imperial	
		NE 69033	
K45756	05-15-2024	concrete mix/sand	57.08
6517		First National-7626-RP	
		PO Box 2818	
		Omaha	
		NE 68103	
2024-05-08	05-08-2024	adhesive/toggle	113.29
6542		First National-1612-CS	
		PO Box 2818	
		Omaha	
		NE 68103	
2024-05-13	05-13-2024	fasteners	6.90
2024-05-15	05-15-2024	fasteners/bits	51.46
		CSI Total	228.73*
01-5133-10		Temporary Telephone (Cell Phon	
6545		First National-9948-MR	
		PO Box 2818	
		Omaha	
		NE 68103	
2024-05-04vz	05-04-2024	Verizon 3/21/24 to 4/20/24	160.00
		CSI Total	160.00*
01-5136-10		Temporary Water Drinking	
3082		Culligan Water Conditioning	
		211 W 19th St	
		Kearney	
		NE 68847	
2024-05-174110	05-21-2024	drinking water-Wauneta	12.84
		CSI Total	12.84*
01-5219-10		Sanitary Facilities	
19262		Scotties Potties Inc	
		PO Box 487	
		Ogallala	
		NE 69153	
850644MC	05-22-2024	porta jon rental	468.60

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BD Construction, Inc. / Kearney

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All Invoices

Invoice	Invoice Date	Description	Original Amount
<b>22-02-030</b> Wauneta-Palisade School - CMA			
01-5219-10			
19262		Scotties Potties Inc PO Box 487 Ogallala NE 69153	
850662MC	05-22-2024	porta jon rental	468.60
		CSI Total	937.20*
01-7419-10 Refuse Collection & Disposal			
4079		Dan's R US Sanitation PO Box 1016 McCook NE 69001-1016	
9527346	05-06-2024	landfill	1,248.88
		CSI Total	1,248.88*
03-2000-99 Concrete Reinforcing			
8155		Heartland Concrete & Const 9295 Osborne Dr West Hastings NE 68901	
WPPS-05	05-20-2024	Draw 05-WPPS	3,458.00
		CSI Total	3,458.00*
03-3000-10 Concrete Foundation			
1207		Adams Lumber - Imperial PO Box 878 Imperial NE 69033	
K45686	05-01-2024	sealant/concrete mix	67.37
		CSI Total	67.37*
03-3000-99 Cast In Place Concrete			
8155		Heartland Concrete & Const 9295 Osborne Dr West Hastings NE 68901	
WPPS-05	05-20-2024	Draw 05-WPPS	17,426.52
		CSI Total	17,426.52*

Invoices By Job per Cost Code

BD Construction, Inc. / Kearney

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All Invoices

Invoice	Invoice Date	Description	Original Amount
<b>22-02-030</b> Wauneta-Palisade School - CMA			
05-1000-20 Structural Steel Erection			
2000 BD Construction Inc/Kearney			
PO Box 726			
Kearney NE 68848			
800289	05-20-2024	Draw 11-WPPS	29.60
20003 Troyer Enterprises Inc.			
702 North Bailey			
North Platte NE 69101			
131706	05-10-2024	welding-wauneta	1,139.44
			CSI Total 1,169.04*
06-1000-10 Rough Carpentry			
2000 BD Construction Inc/Kearney			
PO Box 726			
Kearney NE 68848			
800289	05-20-2024	Draw 11-WPPS	4,886.60
			CSI Total 4,886.60*
06-2000-10 Finish Carpentry			
2000 BD Construction Inc/Kearney			
PO Box 726			
Kearney NE 68848			
800289	05-20-2024	Draw 11-WPPS	7,538.30
			CSI Total 7,538.30*
08-1000-99 Metal Doors & Frames			
13065 Metal Doors & Hardware Co.			
6949 South 107th Street			
La Vista NE 68128			
74950	05-28-2024	Draw-WPPS	1,985.00
			CSI Total 1,985.00*

Invoices By Job per Cost Code

BD Construction, Inc. / Kearney

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All Invoices

Invoice	Invoice Date	Description	Original Amount
<b>22-02-030</b> Wauneta-Palisade School - CMA			
08-3000-10 Overhead Doors			
16051 Porter Trustin Carlson Company			
PO Box 11158			
Omaha NE 68111-0158			
0028281-IN	05-13-2024	Draw 03-WPPS	22,808.00
			CSI Total 22,808.00*
08-4113-10 Aluminum Storefront / Windows			
20252 Tri-County Glass Inc			
PO Box 789			
Kearney NE 68848-0789			
WPPS-06	05-20-2024	Draw 06-WPPS	40,828.36
			CSI Total 40,828.36*
09-2116-10 Gypsum Drywall			
13078 Mitchell Drywall, Inc.			
PO Box 1329			
North Platte NE 69103			
WPPS-12	05-20-2024	Draw 12-WPPS	302,163.00
			CSI Total 302,163.00*
10-1400-30 Interior Signage			
6509 First National-1851-KC			
PO Box 2818			
Omaha NE 68103			
2024-05-09	05-09-2024	restroom signs	21.36
			CSI Total 21.36*
10-2600-99 Wall and Door Protection			
5080 EPCO Ltd, Inc.			
1159 E. Pierce Street			
Council Bluffs IA 51503			
2380503	05-09-2024	Draw-WPPS	539.00
			CSI Total 539.00*

Invoices By Job per Cost Code

BD Construction, Inc. / Kearney

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All Invoices

Invoice	Invoice Date	Description	Original Amount
<b>22-02-030</b>		Wauneta-Palisade School - CMA	
21-1300-99		Fire Suppresion Sprinkler Syst	
1196		Aupperle Plumbing	
		314 W Front St	
		North Platte	
		NE 69101	
WPPS-02	06-04-2024	Draw 02-WPPS	16.67
		CSI Total	16.67*
22-0100-99		Operation & Maint - Plumbing	
1196		Aupperle Plumbing	
		314 W Front St	
		North Platte	
		NE 69101	
WPPS-02	06-04-2024	Draw 02-WPPS	158,079.01
		CSI Total	158,079.01*
23-0100-99		Oper & Maintenance of HVAC Sys	
18082		Rutts Heating & A/C, Inc	
		1001 W 1st Street	
		Hastings	
		NE 68901	
52364	05-14-2024	WPPS-15	45,272.00
		CSI Total	45,272.00*
26-0500-99		Common Work Results for Electr	
16066		Pivot Electric, Inc	
		PO Box 445	
		Imperial	
		NE 69033	
WPPS-10	05-20-2024	Draw 10-WPPS	41,400.00
		CSI Total	41,400.00*
27-0100-99		Communications	
11342		Kidwell	
		3333 Folkways Circle	
		Lincoln	
		NE 68504	
243203	05-17-2024	Draw 10-WPPS	19,747.00
		CSI Total	19,747.00*

Invoices By Job per Cost Code

BD Construction, Inc. / Kearney

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All Invoices

Invoice	Invoice Date	Description	Original Amount
<b>22-02-030</b> Wauneta-Palisade School - CMA			
70-1100-10 Estimating Adjustment			
1196 Aupperle Plumbing			
314 W Front St			
North Platte		NE 69101	
WPPS-02	06-04-2024	Draw 02-WPPS	1,240.00
2000 BD Construction Inc/Kearney			
PO Box 726			
Kearney		NE 68848	
800289	05-20-2024	Draw 11-WPPS	901.00
13065 Metal Doors & Hardware Co.			
6949 South 107th Street			
La Vista		NE 68128	
74950	05-28-2024	Draw-WPPS	2,825.00
13078 Mitchell Drywall, Inc.			
PO Box 1329			
North Platte		NE 69103	
WPPS-12	05-20-2024	Draw 12-WPPS	824.04
		CSI Total	5,790.04*
70-1100-99 Contingency			
6542 First National-1612-CS			
PO Box 2818			
Omaha		NE 68103	
2024-05-13c	05-13-2024	fixed HVAC duct	99.42
		CSI Total	99.42*
70-2000-99 Lodging			
23035 Crystal Walgren			
335 Arapahoe St			
Wauneta		NE 69045	
2024-05-01	05-01-2024	May 2024 Rent	1,200.00
		CSI Total	1,200.00*

Invoices By Job per Cost Code

BD Construction, Inc. / Kearney

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All Invoices

Invoice	Invoice Date	Description	Original Amount
<b>22-02-030</b>		Wauneta-Palisade School - CMA	
70-7000-99		K Equipment	
18139		Raka Rentals	
		PO Box 200368	
		Dallas TX 75320-0368	
28407-0016	05-16-2024	compact track loader rental	1,783.61
		CSI Total	1,783.61*
Report Totals:			678,865.95*



May 6, 2024

To the Board of Education  
Chase County Public School District #536  
214 West Wichita  
Wauneta, NE 69045

We are pleased to confirm our understanding of the services we are to provide Chase County Public School District #536, Wauneta, Nebraska for the year ended August 31, 2024.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of Chase County Public School District #536, Wauneta, Nebraska as of and for the year ended August 31, 2024.

We have also been engaged to report on supplementary information other than RSI that accompanies Chase County Public School District #536, Wauneta, Nebraska's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) General Fund Components – Combining Schedule of Receipts, Disbursements, and Changes in Fund Balance – Modified Cash Basis and Schedule of Assets and Fund Balance – Modified Cash Basis
- 2) Nonmajor Funds Combining Statement of Receipts, Disbursements, and Changes in Fund Balance – Modified Cash Basis and Statement of Assets and Fund Balance – Modified Cash Basis
- 3) Schedule of Receipts, Disbursements, and Change in Fund Balance – Modified Cash Basis – Budget and Actual – General Fund
- 4) Schedule of Receipts, Disbursements, and Change in Fund Balance – Modified Cash Basis – Budget and Actual – Depreciation Fund
- 5) Schedule of Receipts, Disbursements, and Change in Fund Balance – Modified Cash Basis – Budget and Actual – Activities Fund
- 6) Schedule of Receipts, Disbursements, and Change in Fund Balance – Modified Cash Basis – Budget and Actual – School Nutrition Fund
- 7) Schedule of Receipts, Disbursements, and Change in Fund Balance – Modified Cash Basis – Budget and Actual – Special Building Fund
- 8) Schedule of Receipts, Disbursements, and Change in Fund Balance – Modified Cash Basis – Budget and Actual – Qualified Capital Purpose Undertaking Fund

If required, we will also audit the schedule of classification of payrolls by NCCI codes and payrolls in total for Chase County Public School District #536, Wauneta, Nebraska for the year ended August 31, 2024.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Activity Fund Schedule of Changes in Cash Balances
- 2) Statement of Accounts with County Treasurers – General Fund
- 3) Statement of Accounts with County Treasurers – Special Building Fund
- 4) Statement of Accounts with County Treasurers – Qualified Capital Purpose Undertaking Fund

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with the modified cash basis of accounting, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of Chase County Public School District #536, Wauneta, Nebraska, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or

abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for the interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

We have identified the following significant risks of material misstatement as part of our audit planning:

Management override of controls.

Revenue recognition.

Planning has not been concluded as of the date of this letter and modifications may be made.

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in

place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

### **Audit Procedures – Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control, and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance and internal control-related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Chase County Public School District #536, Wauneta, Nebraska's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations, and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with the modified cash basis of accounting, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with the modified cash basis of accounting. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the modified cash basis of accounting; (2) you believe that the supplementary information, including its form and content, is fairly presented in accordance with the modified cash basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

### **Other Services**

We will also assist in preparing the financial statements and related notes of Chase County Public School District #536, Wauneta, Nebraska in conformity with the modified cash basis of accounting based on information provided by you. Additionally, we will assist with the preparation of the trial balance and the Annual Financial Report (AFR) upload process, if necessary. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

We will provide copies of our reports to the district; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Chase County Public School District #536  
May 6, 2024

The audit documentation for this engagement is the property of Forward CPA, LLC, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Nebraska Auditor of Public Accounts or its designee and the Nebraska Department of Education, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Forward CPA, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Nebraska Auditor of Public Accounts. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Abby Janzing is engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately June 1, 2024, and to issue our reports no later than November 5, 2024. Our audit engagement ends on the delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$11,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

## **Reporting**

We will issue a written report upon completion of our audit of Chase County Public School District #536, Wauneta, Nebraska's financial statements. Our report will be addressed to the Board of Education of Chase County Public School District #536, Wauneta, Nebraska. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Chase County Public School District #536  
May 6, 2024

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that Chase County Public School District #536, Wauneta, Nebraska is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to Chase County Public School District #536, Wauneta, Nebraska, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of the engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



ABBY JANZING, CPA  
For the Firm

RESPONSE:

This letter correctly sets forth the understanding of Chase County Public School District #536, Wauneta, Nebraska.

Superintendent: Randy Seier

Date: May 13, 2024

Board President: Auston Sandman

Date: 5/13/2024

James B. Gessford  
Daniel F. Kaplan  
Gregory H. Perry  
Joseph F. Bachmann\*  
R. J. Shortridge\*  
Joshua J. Schauer\*  
Derek A. Aldridge\*\*  
Justin J. Knight\*\*\*  
Charles Kaplan  
Haleigh B. Carlson  
Sara J. Tonjes



PERRY, GUTHERY, HAASE & GESSFORD, P.C., L.L.O.

Of Counsel  
Thomas M. Haase

\*Also admitted in Iowa  
\*\* Also admitted in Kansas  
\*\*\*Also admitted in Colorado

Ernest B. Perry (1876-1962)  
Arthur E. Perry (1910-1982)  
R.R. Perry (1917-1999)  
Edwin C. Perry (1931-2012)

## MEMORANDUM

To: Phillip Picquet, ESU 15 Administrator  
From: Justin Knight, Perry Law Firm  
Date: May 4, 2024  
RE: 2024 School District Annual Policy Service Update

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### A. REQUIRED POLICY UPDATES

1. **Policy 5101 – Student Discipline.** LB 43’s “First Freedom Act” establishes the rights of students with respect to religious practices and tribal regalia. The Student Discipline Policy has been updated to reflect these new statutory rights.

2. **Policy 1050 – Access to Records.** LB 43 significantly altered Nebraska’s public records request laws. Nebraska residents are now entitled to the first eight (an increase from four) hours of staff time spent responding to the records request. From now on, non-residents are not entitled to any “free” time spent by staff responding to a records request. Policy 1050 has been updated to reflect these changes.

3. **Policy 8346 – Public Participation at Board Meetings.** LB 43 now requires public comment at every Board meeting, including special meetings, work sessions, and so forth. All other requirements for public comment remain in place, such as time limits for individual speakers. To comply with this new requirement, we have included two options for your board to consider: (1) Establish the same time limits for all meetings; or (2) Establish time limits for regular board meetings and different time limits for all other meetings. There is also an option (Option #3) to list public comment at the end of the agenda for non-regular board meetings (to ensure the Board completes its business before public comment).

4. **Policy 3130 – Purchasing Policies.** LB 287 imposes a new conflict of interest obligations on public employees. After a situation where a city employee apparently entered into a contract with a family member’s business, the Legislature imposed more stringent requirements on public employees. This change to policy makes clear that employees cannot contract on behalf of the District with themselves, family members, or their own businesses without prior Board approval. (The dollars amounts in this Policy are in the discretion of each Board and may be adjusted as each Board sees fit.)

**5. Policy 8342 – Designated Method of Giving Notice** – LB 287 eased the newspaper publication requirements for Board meetings. From now on, if a newspaper refuses, neglects, or is unable to timely publish notice of a board meeting, then the board may give notice by (1) posting the notice on the newspaper’s website (if available) and (2) posting the notice in conspicuous places within the district. (Note that this will change (again) on January 1, 2025 with new notice requirements, so this Policy will need to be revised against next winter.)

**6. Policy 5201 – Promotion and Retention.** LB 71 allows a parent or guardian to require their student re-take a grade level if the parent or guardian satisfies the requirements outlined in the new law. To comply with these new requirements, Policy 5201 has been updated.

**7. Policy 3140 – Contracting for Services.** LB 1300 imposes requirements on public bodies to ensure that no technology contracts are awarded to any “scrutinized company” (companies operated or owned by foreign adversaries). LB 1300 includes these new requirements that apply to any covered contracts. Each school will need to ensure that this certification will be incorporated into future technology agreements.

**8. Policy 8240 – Membership in School Board Associations** – LB 304 requires each School District to disclose on its website: (1) the dues paid to any association or organization of which the Board is a member; and (2) fees paid by the Board directly to a lobbyist or lobbying firm. This Policy reflects this new requirement.

**9. Policy 6700 – Firearms** – LB 1329 changed Nebraska’s laws regarding firearms on school grounds. Some of these changes involve changes to the statute’s wording. Other changes are more substantive (see below) and allow certain schools to allow more firearms at school. The changes in this Policy 6700 are limited to the technical changes to the new laws.

**10. Policy 5008 – Attendance** – LB 1029 makes clear that mental (as well as physical) illness is a basis for excused student absences. LB 1329 also makes changes to Nebraska’s attendance and truancy statutes, which are all incorporated into Policy 5008.

**11. Policy 5006 – Option Enrollment** – LB 1029 changed aspects of Nebraska’s Option Enrollment Program. We have updated Policy 5006 to incorporate these changes. Note that there are different options within this Policy that each Board will need to select. In addition, LB 1329 shifted the burden from the parent to the school district to establish capacity in an option appeal.

**12. Policy 4141 – Teacher Training - Training Requirements.** LB 1329 relaxed several training requirements for school employees. Some statutes required a defined length of training required (such as one hour). LB 1329 largely eliminates these definite training requirements and, instead, defers to each board to decide the reasonable training lengths. To comply with this new requirement, we recommend updating Policy 4141 to allow the Board to approve the administration’s planned training requirements each year.

**13. Policy 5205 – Graduation** – Last year, LB 705 added a graduation requirement that any graduating student complete the FAFSA or opt out of the FAFSA. Policy 5205 has been updated to reflect this new graduation requirement. (Note that each Board will need to ensure that the credit requirements listed in this Policy are consistent with their District’s graduation requirements.)

**14. Policy 6111 – Classroom Environment** – LB 1329 requires each school board to adopt a policy that the school will only use Gall-Peters projection maps (or other similar cylindrical equal-area projection maps) or AuthaGraph projection maps in schools.

**15. Policy 3571 – Meal Charge Policy** – LB 1329 prohibits any school from using debt collection agencies or collecting interest or fees for outstanding school lunch debt. Policy 3571 has been updated to reflect these changes.

## **B. POLICY RESCISSIONS**

**1. Policy 6310 – Textbook Loans** - Last year, LB 705 shifted the responsibility of the textbook loan program from school districts to the NDE, beginning July 1, 2024. With this change in mind, Policy 6310 can be rescinded.

## **C. OPTIONAL POLICY AND/OR HANDBOOK UPDATES**

**1. Policy 5013 – Preschool Enrollment** – LB 71 will allow kindergarten-eligible students to attend preschool. Previously (and within current NDE Rule 11), students generally could not attend preschool after they turned five. The new law allows kindergarten-aged students to continue in preschool, but does not require a school to serve a student beyond age five. If your district operates a preschool program, we recommend reviewing and possibly revising this optional Policy (especially the highlighted priorities) to determine your district’s order of priority for students seeking to enroll in your preschool.

**2. Policy 3241 - Emergency Response Mapping** – LB 1329 allows (but does not require) school boards to adopt a policy on emergency response mapping. There are funding opportunities available for schools that adopt such a policy. Since this is not required, each district will need to decide whether to move forward with this policy.

**3. Firearms** – LB 1329 allows Class I and II school districts to adopt a policy to authorize the carrying of firearms by identified individuals. The Policy must, at a minimum, include requirements for personal qualifications, training, appropriate firearms and ammunition, and appropriate use of force. The State Board of Education and Nebraska State Patrol are required to develop a model policy that meets these requirements, though the Legislative Bill did not include a deadline for when this model policy must be adopted. If your Board is interested in adopting this type of policy, please contact us directly for more information and details in your individual district.

## **D. OTHER CONSIDERATIONS**

**1. Title IX** – The Department of Education recently proposed changes to the existing Title IX regulations. The regulations are currently set to become effective on August 1, 2024. If implemented, these regulations will require policy updates. However, multiple states have already sued to block the implementation of these regulations, so it is possible that these regulations will be delayed (and possibly rescinded entirely). Rather than change the Title IX policy now (and perhaps need to change it again later), we recommend waiting to see if the regulations become effective later this summer.

**2. DOL FLSA Changes** – The Department of Labor recently announced that the salary basis threshold will increase from \$684 per week to \$844 per week, effective July 1, 2024. This amount will increase to \$1,128 per week, beginning January 1, 2025. There is no policy update needed to comply with these updates, but your district should ensure that any FLSA exempt employees comply with these new amounts if they continue to be treated as exempt employees in your district.

**3. Model Dress Code** – Last year, we mentioned that the Legislature passed a requirement that each school district to adopt a student dress code policy. Each school district has until July 1, 2025 to adopt the dress code policy. During next year’s policy updates, we will include a policy that meets this requirement.

**4. Artificial Intelligence** – We did not include any update to the Artificial Intelligence Policy this year, since we have received feedback that schools are more focused on implementing guidance, as opposed to annually tweaking their Policy. Feel free to contact us if you have any questions or concerns about your current Artificial Intelligence Policy.

**5. Open Meetings Act Posters** – The Open Meetings Act requires each school board to have “at least one current copy of the Open Meetings Act posted in the meeting room.” With changes to the Open Meetings Act, each board should make sure that their poster is current.

**6. Professional Practices Commission** – LB 1306 altered the process for ethical investigations into certificated staff members in Nebraska. Currently, after the Nebraska Department of Education investigates a complaint, the investigator brings the complaint before the Professional Practices Commission (a panel of administrators and teachers). The Commission hears the evidence, renders a recommendation to the State Board, then the State Board makes a final determination. LB 1306 will change this process by having a hearing officer (rather than the Commission) review the evidence and make a recommendation to the State Board of Education.

**7. Changes to Retirement Requirements** – LB 198 changed several provisions of the public retirement laws, particularly those affecting foreign-born workers. From now on, a public employer will be required to maintain on file one of the listed forms of identification (such as a driver’s license) to establish lawful presence in the United States. These forms of identification will also be used for NPERS to verify employment eligibility and/or eligibility to

participate in the retirement plan. In addition, LB 198 eases the restrictions on employees that separate from employment but do not request a distribution or submit a retirement application.

**8. Personal Privacy Protection Act** – LB 43 includes the “Personal Privacy Protection Act.” The Act prohibits, among other things, any political subdivision from “requiring any individual to provide personal information or otherwise compelling the release of personal information” or “publicizing or otherwise publicly disclosing personal information in the possession of such public agency without the express permission of every individual who is identifiable from the potential release of such personal information.” Since schools are governed by FERPA and other federal and state privacy laws, we assume this new Act will not impact schools (and does not need its own separate policy).

**9. Online Age Verification Liability Act** – LB 1092 requires certain website operators (including adult websites) to implement age verification requirements to prevent minors from accessing those sites. The bill does not impose any requirements on a public school district. To be sure: a school district can discipline a student for accessing an inappropriate website at school, but there is no liability for school districts if a student bypasses these verification requirements or accesses inappropriate websites at school.

**10. Election Maps** – LB 287 now requires that any political subdivision, upon the request of the Secretary of State or Election Commission, furnish to the Secretary of State and election commissioner or county clerk with any maps or additional information which the Secretary of State and election commissioner or county clerk “may require in the proper performance of their duties in the conduct of elections and certification of results.” This does not require a policy but is worth mentioning, especially in an election year.

**11. New Parental Involvement Policy** – LB 71 requires revisions and additions to your existing parental involvement policy. The new policy needs to be adopted by July 1, 2025. Since there are rumors that further changes to the parental involvement policy requirements will be proposed next year, we decided to wait until next spring to update the Parental Involvement Policy.

**12. Changes to Class System** – Currently, all school districts (other than Lincoln Public Schools and Omaha Public Schools) are Class III school districts and governed by the same statutes. LB 1329 deviated from this standard and will now delineate between Class I schools (districts with fewer than 1,500 inhabitants), Class II schools (districts with between 1,500 and 5,000 inhabitants), and Class III schools (all other districts, except for LPS and OPS). By January 1, 2025, the Commissioner of Education will reclassify and designate each school district.

**13. QCPUF Expanded** – LB 1329 expands the allowable expenditures of Qualified Capital Purpose Undertaking Funds (“QCPUF”). Under the new law, projects relating to “school safety infrastructure concerns” will be permitted uses of QCPUF funds. Neb. Rev. Stat. § 79-10,110.02. There is no policy required for this change.

As always, please let us know if you have any questions or concerns.

StudentsStudent Discipline

- A. Development of Uniform Discipline System. It shall be the responsibility of the Superintendent to develop and maintain a system of uniform discipline. The discipline which may be imposed includes actions which are determined to be reasonably necessary to aid the student, to further school purposes, or to prevent interference with the educational process, such as (without limitation) counseling and warning students, parent contacts and 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 upon written consent of the parent or guardian, or in-school suspension. The discipline may also include out-of-school suspension (short-term or long-term) and expulsion.
1. Short-Term Suspension: Students may be excluded by the Principal or the Principal's designee from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:
    - a. Conduct that constitutes grounds for expulsion, whether the conduct occurs on or off school grounds; or
    - b. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

- a. The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
- b. 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 the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
- c. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal or administrator 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.
- d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school.

The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference. The Principal shall document their attempt to make a reasonable effort to hold a conference with the parent or guardian.

- e. A student who is on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.
2. Long-Term Suspension: A long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school days. A student who is on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.
  3. Expulsion:
    - a. 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. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.
    - b. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the Superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers. If the student is suspended pending the outcome of the

hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension. During this period, the student will not be required to attend the alternative programs for expelled students in order to complete classwork or homework.

- c. 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 in accordance with law.
- d. Alternative Education: Students who are expelled may be offered an alternative education program that will enable the student to continue academic work for credit toward graduation. A student will not be required to attend the alternative education program in order to complete classwork and homework. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.
- e. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.
- f. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal's designee shall meet with the student's probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal's designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The

student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.

- g. Returning from Expulsion. At the conclusion of an expulsion, the District will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.
  - h. Exception for Pre-Kindergarten through Second Grade Students. Notwithstanding the foregoing, no pre-kindergarten through second grade student may be suspended from school, unless the student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity. Instead, the Principal or Principal's designee may implement alternative disciplinary measures on a case-by-case basis if a pre-kindergarten through second grade student engages in misconduct that would otherwise result in a short-term suspension. If a pre-kindergarten through second grade student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity, then the student may be suspended or expelled in accordance with this Policy's disciplinary procedures.
  - i. Religious Freedom. The District will not substantially burden a student's right to religious exercise unless the student's religious exercise is disruptive to the school environment, not permitted by staff, may pose a safety risk, or would otherwise interfere with the school day.
4. Emergency Exclusion: A student may be excluded from school in the following circumstances:
- a. If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or
  - b. If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

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

If the emergency exclusion will be for five school days or less, the procedures for a short-term suspension shall be followed. If the Superintendent or his or her designee determines that an emergency exclusion shall extend beyond five days, a hearing may be held, upon a parent's timely request, and a final determination made within ten school days after the initial date of exclusion. Such procedures shall substantially comply with the procedures set forth in this policy for a long-term

suspension or expulsion, and be modified only to the extent necessary to accomplish the hearing and determination within this shorter time period.

5. Other Forms of Student Discipline: Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but are not 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. The actions may also include in-school suspensions. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.
- B. Student Conduct Expectations. Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity or purpose or interfere with the health, safety, well being or rights of other students, staff or visitors.
- C. Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment. The following conduct has been determined by the Board of Education to have the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to the consequence of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds, in a vehicle owned, leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or an employee's designee, or at a school-sponsored activity or athletic event.
1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
  2. Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that a reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.
  3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
  4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or 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.
5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.
  6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
  7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" 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 or illegal substances 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.
  8. Public indecency or sexual conduct.
  9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events.
  10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
  11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.
  12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes.
  13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
  14. 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, disability, national origin, or religion.

15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
16. Willfully violating the behavioral expectations for riding school buses or vehicles.

A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:

- a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
- b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.

Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing. Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

- a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
- b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.

For purposes of this policy, the term “dangerous weapon” includes any personal safety or security device (such as tasers, mace and pepper spray). If a student desires to carry or possess a personal safety or security device, the student must obtain prior approval from the building principal before bringing such device on school grounds. If a student obtains prior approval from the building principal, the student must store the device during the school day in the student’s locker, in the main office or in another secure location designated by the building principal. A student shall not carry a personal safety or security device during the school day.

D. Additional Student Conduct Expectations and Grounds for Discipline. The following additional student conduct expectations are established. Failure to comply with such rules is grounds for disciplinary action. When such conduct 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, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.

1. Student Appearance: Students are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:
  - a. Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps, sagging pants) or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground.
  - b. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
  - c. Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage “horse-play” or that would damage property (e.g. cleats).
  - d. Head wear including hats, caps, bandannas, and scarves.
  - e. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
  - f. Clothing or jewelry that is gang related.

A student who is a member of an indigenous tribe of the United States or another country may wear tribal regalia in any location where the student is authorized to be on such school grounds or at any school function, as long as the tribal regalia does not interfere with the educational process and does not endanger another person, as determined by the administration.

The final decision regarding attire and grooming will be made by the Principal or Superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school's guidelines, the student should contact the Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the Principal's office.

2. Academic Integrity.

- a. Policy Statement: Students are expected to abide by the standards of academic integrity established by their teachers and school administration. Standards of academic integrity are established in order for students to learn as much as possible from instruction, for students to be given grades which accurately reflect the student's level of learning and progress, to provide a level playing field for all students, and to develop appropriate values.

Cheating and plagiarism violate the standards of academic integrity. Sanctions will be imposed against students who engage in such conduct.

- b. Definitions: The following definitions provide a guide to the standards of academic integrity:

(1) "Cheating" means intentionally misrepresenting the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with someone else in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others. Cheating includes, but is not limited to:

(a) Tests (includes tests, quizzes and other examinations or academic performances):

(i) Advance Information: Obtaining, reviewing or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.

(ii) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulae in calculators, or other unauthorized material, devices or information while taking a test except as expressly permitted. For example, except for "open book" tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.

(iii) Use of Other Student Answers: Copying or looking at another student's answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a

- student engages in cheating if the student looks at another student's paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student's answers on the test paper.
- (iv) Use of Other Student to Take Test. Having another person take one's place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.
- (v) Misrepresenting Need to Delay Test. Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be sick, when the student's real reason for missing class was because the student was not prepared for the test.
- (b) Papers (includes papers, essays, lab projects, and other similar academic work):
- i) Use of Another's Paper: Copying another student's paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.
- (ii) Re-use of One's Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program without notifying the instructor to whom the work is presented.
- (iii) Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student's work. For example, a student engages in cheating if the student has a draft essay reviewed by the student's parent or sibling, and the essay is substantially re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the student's.
- (iv) Failure to Contribute to Group Projects. Accepting credit for a group project in which the student failed to contribute a fair share of the work.
- (v) Misrepresenting Need to Delay Paper. Presenting false or incomplete information in

order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.

- (c) Alteration of Assigned Grades. Any unauthorized alteration of assigned grades by a student in the teacher's grade book or the school records is a serious form of cheating.
- (2) "Plagiarism" means to take and present as one's own a material portion of the ideas or words of another or to present as one's own an idea or work derived from an existing source without full and proper credit to the source of the ideas, words, or works. Plagiarism includes, but is not limited to:
- (a) Failure to Credit Sources: Copying work (words, sentences, and paragraphs or illustrations or models) directly from the work of another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.
- (b) Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.
- (3) "Contributing" to academic integrity violations means to participate in or assist another in cheating or plagiarism. It includes but is not limited to allowing another student to look at your test answers, to copy your papers or lab projects, and to fail to report a known act of cheating or plagiarism to the instructor or administration.
- c. Sanctions: The following sanctions will occur when a student engages in cheating, plagiarism, or contributing to an academic integrity offense:
- (1) Academic Sanction. The instructor will refuse to accept the student's work in which the academic integrity offense took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work.

(2) Report to Parents and Administration. The instructor will notify the Principal of the offense and the instructor or Principal will notify the student's parents or guardian.

(3) Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The Principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension or expulsion. Such additional sanctions will be given strong consideration where a student has engaged in serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy, such as for offenses involving altering assigned grades or contributing to academic integrity violations.

E. Law Violations

1. Any act of a student which is a basis for expulsion and which the principal or designee knows or suspects is a violation of the Nebraska Criminal Code will be reported to law enforcement as soon as possible. Conduct to be reported for law enforcement referral includes conduct that may constitute a felony, conduct which may constitute a threat to the safety or well-being of students or others in school programs and activities, and conduct that the legal system is better equipped to address than school officials. Conduct that does not need to be reported for law enforcement referral includes typical adolescent behavior that can be addressed by school administrators without the involvement of law enforcement. In making the decision of whether to report, consideration should be given to the student's maturity, mental capacity, and behavioral disorders, where applicable. When appropriate, it shall be the responsibility of the referring administrator to contact the student's parent of the fact that the referral to legal authorities has been or will be made.

The foregoing reporting standards shall be reviewed annually by the school Board on or before August 1 of each year, be annually reviewed in collaboration with the County Attorney each year, be distributed to each student and his or her parent or guardian at the beginning of each school year, or at the time of enrollment if during the school year, and shall be posted in conspicuous places in each school during the school year.

2. When a principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.

Legal Reference: Neb. Rev. Stat. Sections 79-254 to 79-296  
LB 43 (2024)

Date of Adoption:

Community RelationsPublic Access to School Records - Examination, Making Memoranda, and Copying

1. The School District, through the Superintendent, shall provide interested persons access to the records of the School District as required by law. Such access shall include the opportunity to examine School District records, when permitted by law. The School District shall not make records of individual students, personnel, or other confidential material available, except as allowed by law or compelled by court order.

2. Records may be examined at the School District offices during the hours such offices are open for the ordinary transaction of business. School district offices will be open for the ordinary transaction of business (a) during the school year on such days as school is in session, and (b) during the summer months when school is not in session, Monday through Friday, except legal holidays or other days the District is closed.

3. Records may be obtained in the form in which the record is maintained including, but not limited to, printouts, electronic data, and photocopies. The School District will not be required to produce or generate any record in a new or different form or format modified from that of the original School District record. Copies of records may be made as follows:

(a) Copies may be made by persons using their own copying or photocopying equipment, provided that such copies shall be made on the premises of the School District offices or at a location mutually agreed to by the requester and the School District.

(b) Copies may be obtained from the School District if the School District has copying equipment reasonably available, and upon payment of a fee for providing copies. The Superintendent shall determine a reasonable fee for the copying of school district records, provided that such fee is not to exceed the actual cost of making the copies available. If the copies requested are estimated by the School District to be more than fifty dollars (\$50.00), the School District may require the requester to furnish a deposit prior to fulfilling such request.

4. For residents of Nebraska and news media desiring to submit a public records request to the School District, a requester must submit a written request to the School District. Upon written request for access to records, the School District will provide to the requester as soon as is practicable and without delay, but not more than four (4) business days after actual receipt of the request:

(a) Access to or, if copying equipment is reasonably available, copies of the school district records requested;

(b) A written denial of the request, or portion thereof, if there is a legal basis for such denial of access to school district records on a written form from the school district; or

(c) If the entire request cannot with reasonable good faith efforts be fulfilled within four (4) business days after actual receipt of the request due to the significant difficulty or extensiveness of the request, the school district shall provide a written explanation, including the earliest practicable date for fulfilling the request, and estimate of the expected cost of any copies, and an opportunity to modify or prioritize the items within the request. If the response to the request is expected to require more than eight cumulative hours of staff time spent searching, identifying, physically redacting, or copying, the District may require the requester to furnish a deposit, as permitted under the Public Records Request Laws.

5. For nonresidents of Nebraska, a requester must submit a written request to the School District. The School District may then require the requester to submit a deposit, as permitted under the Public Records Request Laws.

Legal Reference: Neb. Rev. Stat. Sec. 84-712 et seq.

Date of Adoption:

Internal Board Policies - Methods of OperationPublic Participation at Board MeetingsA. Attend

Members of the public shall be permitted to attend and to speak at Board meetings. They will not be required to identify themselves as a condition for admission to the meeting.

The Board may allow advisors, consultants, and other persons who are not Board members to appear at the meeting via telephone or other similar means.

The President has the authority to assure that people conduct themselves in an orderly manner at the meeting. Undue interruption or other interference with the orderly conduct of business will not be allowed. The President may order persons who are disorderly to be removed from the meeting.

B. Hear

The Board will, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting.

C. Record

Members of the public may use recording devices (phone, video camera, etc.) to record any part of a board meeting, except for closed sessions. The President shall control the placement of the recording device so the device does not obstruct the view of Board members or other members of the public attending the meeting and does not otherwise interfere with the meeting.

D. Access to Written Materials

At least one copy of all reproducible written material to be discussed at an open meeting will be made available at the meeting for examination and copying by members of the public.

E. Speak

Members of the public will be permitted to speak at Board meetings. Members of the public may also speak when invited to make a presentation or when recognized by the President.

For regular meetings of the Board, individual speakers shall have up to 5 (five) minutes to address the Board, and the Board shall hear up to 30 (thirty) cumulative minutes of public comment. For all meetings other than regular meetings of the Board, individual speakers shall have up to 2 (two) minutes to address the Board, and the Board shall hear up to 10 (ten) cumulative minutes of public comment. The Board may vote to modify these time limits when the Board deems appropriate. The President may implement other reasonable requirements for public comment, consistent with the Open Meetings Act. To ensure the Board completes its business during meetings other than

regular meetings, public comment will be listed at the end of the agenda for all meetings other than regular meetings.

Members of the public will not be required to have their name be placed on the agenda prior to the meeting in order to speak about items on the agenda.

Any member of the public desiring to address the body shall be required to identify himself or herself, including an address and the name of any organization represented by such person, unless the address requirement is waived to protect the security of the individual.

Speakers will be permitted to address the Board consistent with free speech rights. However, offensive language, defamatory remarks, and hostile conduct will not be tolerated. Further, charges or complaints against a school employee shall not be made for the first time at a public Board meeting without having followed the school's complaint procedure.

Legal Reference: Neb. Rev. Stat. 84-1412

Date of Adoption:

Business OperationsPurchasing Policies

The Superintendent shall ensure that all purchases are made in the interest of economy and efficiency. Where necessary, standards and procedures shall be established to accomplish the following policies of the Board of Education:

1. Purchases up to \$5,000. For the greatest efficiency in expediting purchases, the administration shall be authorized to purchase any item specifically budgeted which has a sale price within the established limit.
2. Purchases from \$5,000 up to \$90,000. The Superintendent shall request the submission of proposals for purchases which have a sale price within the established limit. The Superintendent shall receive and evaluate all proposals in making a recommendation to the Board of Education for acceptance. The Board of Education may review all proposals submitted relating to the recommended purchase. Since this is a proposal system, not a bidding process, the school district in no way shall be obligated to arbitrarily award the contract to the lowest proposal, but shall reserve the right to reject any and all proposals or to waive any informality in any proposal it deems advisable, and to award to the proposer which, in its opinion, is most desirable.
3. Purchases of \$90,000 and above. The Superintendent shall advertise for sealed bids which shall be opened in conformity with any applicable laws and in compliance with any procedures established by the Superintendent. The Board retains the right to determine the responsibility of the bidders, and shall award the contract to the lowest responsible bidder meeting specifications, be the bidder a member or apart from the local community.
4. These purchasing limits or requirements will not apply in the event of a time-sensitive purchase, or a purchase where these requirements would not reasonably or practically apply, as long as the Superintendent obtains prior approval from the Board President, and the Board of Education subsequently ratifies said purchase at a subsequent Board meeting.
5. Any school employee who orders any supplies or equipment outside of that which has been included in the annual budget and without written authorization of the principal or Superintendent shall be personally liable for payment for the supplies or equipment purchased.
6. School employees or students purchasing supplies and equipment out of an activity account must first secure a purchase order from the principal authorizing the purchase. Failure to do so will cause the person to be personally liable for payment for the supplies or equipment purchased.
7. The District need not comply with the bidding requirements if the District purchases property from the Nebraska State Purchasing Bureau, so long as the Nebraska State

Purchasing Bureau competitively bid the purchase of property.

8. Notwithstanding anything to the contrary, no employee may enter into any agreement or understanding on behalf of the District that may financially benefit the employee, member of the employee's immediate family, or a business with which the employee is associated, unless the Board of Education approves such contract or arrangement in advance.

#### Credit Card Purchasing Program

1. The Board of Education authorizes the Superintendent or designee to contract with one or more financial institutions, card-issuing banks, credit card companies, charge card companies, debit card companies, or third-party merchant banks capable of operating a purchasing card program on behalf of the District.
2. The Board of Education delegates to the Superintendent or designee: (a) the determination of the type of purchasing card or cards to be utilized in the District's purchasing card program; and (b) the determination of which employees shall be approved or disapproved to be assigned a purchasing card in the District's purchasing card program. The Superintendent shall submit the approved names to the Board, from time to time.
3. The District's purchasing card program may only be utilized for the purchase of goods and services for and on behalf of the District. No officer or employee of the District shall use a purchasing card for any unauthorized use.
4. An itemized receipt for purposes of tracking expenditures shall accompany all purchasing card purchases. In the event that a receipt does not accompany an authorized cardholder's purchase, the Superintendent or designee shall temporarily or permanently suspend said cardholder's purchasing card privileges.
5. Upon the termination or suspension of employment of an individual using a purchasing card, the Superintendent or designee shall immediately close such individual's purchasing card account and said employee shall immediately return the purchasing card.

Legal Reference: Neb. Rev. Stat. Sec. 13-610  
Neb. Rev. Stat. Sec. 49-1401, et seq

Date of Adoption:

Internal Board Policies - Methods of OperationDesignated Method of Giving Notice of Meetings

The Board of Education will give advance notice of meetings by publishing such notice in a newspaper of general circulation within the District's jurisdiction and, if available, on such newspaper's web site. If a newspaper refuses, neglects, or is unable to timely publish such notice, then notice may be given by (1) posting on the newspaper's website, if available, and (2) posting such notice in conspicuous public places within the District. The Board Secretary shall keep a written record of such postings.

Notice shall be given a reasonable time in advance of the meeting. Two (2) days advance notice shall be considered sufficient.

For an emergency meeting, notice shall not be required to be given; however, the Board will complete minutes for such an emergency meeting as required by law. An emergency has been defined as any event or occasional combination of circumstances which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition.

The Secretary of the Board of Education, or the Secretary's designee, shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to such news media of the time and place of each meeting and the subjects to be discussed at the meeting.

Legal Reference: Neb. Rev. Stat. Sections 79-554; 79-555 and 84-1411

Date of Adoption:

StudentsPromotion and Retention

Students will typically progress annually from grade to grade. A student may be retained at a grade level or be required to repeat a course or program when such is determined in the judgment of the Principal, in consultation with the student's teachers and counselor, to be appropriate for the educational interests of the student and the school's educational program.

If a parent or guardian would like their student to retake a grade level, the parent or guardian must meet with the Superintendent or designee to discuss the student repeating a grade. At that meeting, the parent or guardian must provide evidence of academic needs, illness, or excessive absenteeism that would warrant the student to repeat the grade. A student in kindergarten through fourth grade may be retained due to academic needs, illness, or excessive absenteeism. A student in grades fifth through twelfth grade may be retained due to excessive absenteeism. At such meeting, the Superintendent or designee shall identify any alternative educational opportunities, including remedial instruction, if applicable, and verify any special education supports available to such student. If the student's parent or guardian still intends for their student to repeat a grade, such parent or guardian shall then complete the required form and return such form to the District. Upon completion of the form and if all requirements pursuant to this policy and law are met, the District shall permit the student to repeat the student's grade for the next school year.

Legal Reference: Neb. Rev. Stat. Sec. 79-526

Date of Adoption:

Business OperationsContracting for Services

Contractual services which by their nature are not adapted to award by competitive bidding, such as contracts for the services of individuals possessing a high degree of professional skill, where the ability or fitness of the individual plays an important part, are not subject to bid but are subject to approval by the Board of Education in conformity with established policy.

Every contract for services to be provided to [Name] Public Schools shall require that the contractor use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Such requirement shall be deemed to be included and a part of the terms of every contract for services with the School District, including but not limited to oral contracts.

For any company that submits a bid or proposal for any technology-related product or service, and before entering into any contract with any company for any technology-related product or service, the company must certify that: (1) the company is not a scrutinized company (as defined by law); (2) the company will not subcontract with any scrutinized company for any aspect of the performance of the contemplated contract; and (3) that any products or services to be provided do not originate with a scrutinized company. The District will not knowingly enter into any contract with any scrutinized company.

Legal Reference: Neb. Rev. Stat. Sec. 4-114  
LB 1300 (2024)

Date of Adoption:

InstructionFirearm Policy

It shall be the policy of the Wauneta-Palisade Public School District to undertake all reasonable efforts to prohibit the unlawful possession, the knowingly and intentionally selling, attempting to sell, providing, loaning, delivering, or in any other way transferring the possession of a firearm to a juvenile, and to prevent the unlawful possession of a firearm, including concealed firearms, in a school, on school grounds, in a school owned vehicle, or at a school sponsored activity or athletic event. This policy shall not apply to the issuance of firearms to or possession by members of the Armed Services of the United States, active or reserve, National Guard of the State, or Reserve Officers' Training Corps, peace officers, or qualified law enforcement officers or qualified retired law enforcement officers, as defined by and pursuant to state and federal law. Further, nothing in this policy shall be construed to require school action when a firearm is lawfully possessed by a person receiving instruction, or instruction under the immediate supervision of an adult instructor, or as to firearms contained within a private vehicle operated by someone other than a minor or prohibited person, as defined by law, and are enclosed in a case or inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, other than an autocycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area.

Any unlawful use or possession of a firearm, including concealed firearms, as described in this policy and as described by statute shall as soon as is reasonably possible be reported to an appropriate peace officer. Nothing in this policy shall be construed to prevent the district from carrying out regular disciplinary procedures as have been adopted by the Board of Education or as otherwise authorized by law.

Legal Reference: Neb. Rev. Stat. Sec. 28-1204.04

Date of Adoption:

StudentsStudent AttendanceAttendance Policy and Excessive Absenteeism

Regular and punctual student attendance is required. The administration is responsible for developing further attendance rules and regulations, and all staff are expected to implement this policy and administrative rules and regulations to encourage regular and punctual student attendance. The District will maintain an accurate record of student attendance.

A. **Attendance and Absences.**

1. **Circumstances of Absences – Definitions.** The circumstances for all absences from school will be identified as School Excused or Not School Excused. Absences should be cleared through the Principal's office in advance whenever possible. All absences, except for illness and/or death in the family, require advance approval.
  - a. **School Excused.** Any of the following circumstances that lead to an absence will be identified as a School Excused absence, provided the required attendance procedures have been followed:
    - (1) Impossible or impracticable barriers outside the control of the parent or child prevent a student from attending school. The parent may be required to provide the school with documentation to demonstrate the absence was beyond the control of the parent or child. This could include, but is not limited to documented illness (including physical or mental illness), court, death of a family member, or suspension.
    - (2) Other absences as determined by the principal or the principal's designee.
  - b. **Not School Excused.** Absences that are not school excused may result in a report to the county attorney and may be classified as follows:
    - (1) Parent acknowledged absences are those in which the parent communicated with the school in the prescribed manner that the child is absent and is the parent's responsibility for the extent of the school day. This includes vacations or other events that do not meet the criteria for a School Excused absence.
    - (2) Other absences are those in which the parent has not communicated a reason for the student's absence.

2. Absence Procedure. In its Student Information System, the District may identify many different codes that provide greater definition to the circumstances of a child's absence, but all of the codes need to be identified to parents and students as fitting into one of the above defined absence circumstances.
3. Mandatory Ages of Attendance. A child is of mandatory age if the child will reach age 6 prior to January 1 of the then-current school year and has not reached 18 years of age.

Exceptions for Younger Students. Attendance is not mandatory for a child who has reached 6 years of age prior to January 1 of the then-current school year, but will not reach age 7 prior to January 1 of such school year, if the child's parent or guardian has signed and filed with the school district in which the child resides an affidavit stating either: (1) that the child is participating in an education program that the parent or guardian believes will prepare the child to enter grade one for the following school year; or (2) that the parent or guardian intends for the child to participate in a school which has elected or will elect pursuant to law not to meet accreditation or approval requirements and the parent or guardian intends to provide the Commissioner of Education with a statement pursuant to section 79-1601(3) on or before the child's seventh birthday.

Exceptions for Older Students. Attendance is also not mandatory for a child who: (1) has obtained a high school diploma by meeting statutory graduation requirements; (2) has completed the program of instruction offered by a school which elects pursuant to law not to meet accreditation or approval requirements; or (3) has reached the age of 16 years and has been withdrawn from school in the manner prescribed by law.

Early Withdrawal for Students Enrolled in Accredited or Approved Schools. A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if an exit interview is conducted and a withdrawal form is signed.

Exit Interview. The process is initiated by a person who has legal or actual charge or control of the child submitting a withdrawal form. The form is to be as prescribed by the Commissioner of Education. Upon submission of the form, the Superintendent or Superintendent's designee shall set a time and place for an exit interview if the child is enrolled in [Name] Public Schools or resides in the [Name] Public School District and is enrolled in a private, denominational, or parochial school.

The exit interview shall be personally attended by:

- The child, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable;
- the person who has legal or actual charge or control of the child who requested the exit interview;
- the Superintendent or Superintendent's designee;
- the child's principal or the principal's designee if the child at the time of the exit interview is enrolled in a school operated by the school district; and
- any other person requested by any of the required parties who agrees to attend the exit interview and is available at the time designated for the exit interview which may include, for example, other school personnel or the child's principal if the child is enrolled in a private school.

At the exit interview, the person making the written request must present evidence that (a) the person has legal or actual charge or control of the child and (b) the child would be withdrawing due to either:

- financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or
- an illness of the child making attendance impossible or impracticable.

The Superintendent or Superintendent's designee shall identify all known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future. Any other relevant information may be presented and discussed by any of the parties in attendance.

At the conclusion of the exit interview, the person making the written request may sign a withdrawal form provided by the school district agreeing to the withdrawal of the child or may rescind the written request for the withdrawal.

Withdrawal Form. Any withdrawal form signed by the person making the written request shall be valid only if:

- the child also signs the form, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable, and
- the Superintendent or Superintendent's designee signs the form acknowledging that the interview was held, the required information was provided and discussed at the interview, and, in the opinion of the Superintendent or Superintendent's designee, the person making the written request does in fact have legal or actual charge or control of the child and the child is experiencing either (i) financial hardship, or (ii) an illness making attendance impossible or impracticable.

Early Withdrawal for Students Enrolled in an Exempt School (Home Schools). A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if such child has been enrolled in a school that elects not to meet the accreditation or approval requirements by filing with the State Department of Education a signed notarized release on a form prescribed by the Commissioner of Education.

4. Reporting and Responding to Excessive Absenteeism. Any District staff member or board member who knows of any failure on the part of any child of mandatory school attendance age to attend school regularly without lawful reason, shall within three days report such violation to the Superintendent or Superintendent's designee to be the attendance officer. The attendance officer shall immediately cause an investigation into any such report to be made. The attendance officer shall also investigate any case when of his or her personal knowledge, or by report or complaint from any resident of the district, the attendance officer believes there is a violation of the compulsory attendance laws. The school shall render all services in its power to compel such child to attend school
  
5. Excessive Absenteeism. Students who accumulate five (5) unexcused absences in a quarter which are Not School Excused shall be deemed to have "excessive absences." Such absences shall be determined on a per day (or hourly equivalent) basis for elementary students and on a per class basis for secondary students. When a student has excessive absences, school officials will have verbal or written communication with the person or persons who have legal or actual charge or control of any child.

When a student continues thereafter to have absences of at least twenty days which are Not School Excused, one or more meetings will be held between the school, the child's parent or guardian, and the child, when appropriate, to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan to reduce barriers identified to improve regular attendance. The plan shall include, if agreed to by the person who is responsible for making educational decisions on behalf of the child, an educational evaluation to determine whether any intellectual, academic, physical, or social-emotional barriers are contributing factors to the lack of attendance. The plan shall also consider, but not be limited to:

- (a) The physical, mental, or behavioral health of the child.
- (b) Educational counseling;
- (c) Referral to community agencies for economic services;
- (d) Family or individual counseling; and
- (e) Assisting the family in working with other community services.

If the parent/guardian refuses to participate in such meeting, the principal shall place documentation of such refusal in the child's attendance records.

6. Reporting Excessive Absenteeism to the County Attorney.

The school may report to the county attorney of the county in which the person having control of the student resides when the school has documented the efforts to address excessive absences, the collaborative plan to reduce barriers identified to improve regular attendance has not been successful, and the student has accumulated more than twenty (20) absences per school year. The school shall notify the child's family in writing prior to making the referral to the county attorney. Illness (including physical or mental illness) that makes attendance impossible or impracticable shall not be the basis for referral to the county attorney.

Legal Reference: Neb. Rev. Stat. Sections 79-201 and 79-209

Date of Adoption:

Personnel - Certificated EmployeesTeacher Training

The district shall provide and promote development programs for all professional staff - Superintendent, principals, teachers and the Board of education. Features of the staff development program:

1. Staff development resources and time shall be allocated in keeping with the key values and priorities of the district.
2. The staff development program shall concentrate on the programs and practices of effective schools and teaching, goal setting, assessment procedures, evaluation of staff, and the change process.
3. Content shall be selected that has been verified by research to improve student outcomes.
4. Teachers shall be actively involved in initiating, planning, and conducting the development programs for teachers.

At least annually, the administration will present to the Board the planned staff training as required by law. The Board will then approve those training requirements if the Board determines that the length of each training is reasonable.

Legal Reference: LB 1329 (2024)

Date of Adoption:

StudentsGraduation

To participate in commencement exercises or receive a Wauneta-Palisade Public Schools diploma, a student must fully complete all requirements for graduation prior to the official commencement exercises, and complete other administrative requirements or conditions. Students who graduate from Wauneta-Palisade Public Schools must accumulate 220 hours. The total graduation requirements must include the following core curriculum:

English Language Arts	40	Semester Hours
Science	30	Semester Hours
Math	30	Semester Hours
Social Studies	30	Semester Hours
Physical Education	10	Semester Hours
Required	110	Semester Hours
Electives	90	Semester Hours

In addition, every student must complete at least one five-credit high school course in personal finance or financial literacy prior to graduation. Each student shall also complete and submit a Free Application for Federal Student Aid prior to graduation, unless the required opt-out form is completed by either: (1) the student's parent or legal guardian; (2) the Principal, if the Principal determines that good cause exists not to require the student to complete the FAFSA; or (3) an emancipated student or student of at least 19 years of age.

Legal Reference:     Neb. Rev. Stat. Sec. 79-729  
                           Neb. Rev. Stat. Sec. 79-3003  
                           NDE Rule 10

Date of Adoption:

InstructionClassroom Environment

At all times, teachers are expected to organize, maintain and ensure that their classroom is in a safe, orderly and clean condition for student learning. Classrooms should be free from distractions (such as inappropriate or unprofessional posters or other displays) and other apparatus that may cause student health problems (such as essential oils and/or essential oil diffusers). Teachers who are uncertain as to whether their classroom meets this requirement are encouraged to consult with their building principal in a proactive manner.

The District will only permit the Gall-Peters projection map (or a similar cylindrical equal-area projection map) or the AuthaGraph projection map for display or use in the classroom.

Legal Reference: LB 1329 (2024)

Date of Adoption: 6.2024

Business OperationsMeal Charge Policy

It is the policy of the District to comply with the National School Lunch Program and School Breakfast Program and all other federal grant programs that provide free or reduced meals to qualifying students.

Student Eligibility

Families of students who may be eligible for free or reduced price school meals should submit an application to determine their eligibility. Applications are available through the Superintendent or Superintendent's designee. As long as an application is submitted on or after July 1, the application will be considered current for the new school year. A student may become eligible for free or reduced meals at any time during the school year if the household experiences a change in financial circumstances.

Meal Account Balances

The District will ensure that families can check their meal account balances in a manner other than exclusively online. The District will ensure that at least one form of meal account payment is free of charge.

The District encourages families to pre-pay without charge for free or reduced price meals. Notwithstanding the option to pre-pay, students and families will have a method to add funds during the school day. Any balance remaining in a pre-paid account shall carry over into the next month. Households approved for free or reduced price meals with funds remaining in their meal account at the end of the school year shall receive a refund. When a student leaves the District or graduates, the District shall attempt to contact the student's household to return any funds remaining in the student's meal account.

Unpaid meal charges may be carried over at the end of the school year as a delinquent debt and the District shall undertake reasonable collection efforts to collect unpaid meal charges classified as delinquent debt, pursuant to and in compliance with state and federal law. The District shall maintain records of its collection efforts and, once delinquent meal charges are converted to bad debt, its documentation establishing and handling of the bad debt.

The District will not use a debt collection agency to collect or attempt to collect, directly or indirectly, debts due or assessed to be owed for outstanding debts on a school lunch or breakfast account of any student. Nor will the District assess or collect any interest, fees, or other monetary penalties for outstanding debts on a school lunch or breakfast account of any student.

Student Confidentiality

The District will disclose individual student eligibility information only to those persons (and organizations) who require the information in order to carry out an activity specifically authorized by the National School Lunch Act, subject to applicable legal exceptions.

The District shall not use or implement any colored or coded meal cards, tickets, tokens, or other methods of payment that would overtly identify a student as being eligible for free or reduced price meals.

Distribution Annually

This policy shall be provided or made available to all students' households at the start of each school year and to households transferring to the District during the school year.

This policy shall also be provided annually to District staff members responsible for the enforcement of this policy, including food service professionals.

The Superintendent or the Superintendent's designee shall maintain documentation of the annual distribution of this policy to students' households and District staff.

Legal Reference: Richard B. Russell National School Lunch Act (42 U.S.C. Sec. 1751);  
U.S.D.A. Memorandum SP 57-2016.  
LB 1329 (2024)

Date of Adoption:

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Business OperationsEmergency Response Mapping

Wauneta-Palisade Public Schools will provide mapping data to public safety agencies for use in response to emergencies. The mapping data will be provided in an electronic or digital format and will contain all information identified in state statute and as reasonably requested by the public safety agencies.

At least annually, the District will certify to the appropriate public safety agencies that the mapping data provided to the public safety agencies is accurate or, if information has changed, provide the appropriate public safety agencies with updated mapping data.

Legal Reference: LB 1329 (2024)

Date of Adoption:

## Students

### Preschool Enrollment

The District's preschool program shall be operated in accordance with this policy.

### Eligibility

The Superintendent or designee will develop and maintain eligibility guidelines for children to enroll in the District's preschool program.

If the Superintendent or designee determines that the preschool program is at capacity, then children will be admitted to the daycare program in the following order of priority:

1. Those students that are required by law to participate or be given a preference in the preschool program;
2. Resident students who are or will turn four-years old during the school year;
3. Resident students who are not otherwise eligible to enroll in kindergarten;
4. Non-resident students who are not eligible to enroll in kindergarten;
5. Resident or non-resident students who are eligible to enroll in kindergarten.

The Superintendent or designee shall have the authority to implement and interpret capacity and enrollment decisions to ensure the best interests of the District and its preschool program, and there shall be no appeal process to the Board of Education related to the Superintendent or designee's decision.

### Enrollment Process

Enrollment for the preschool program will be conducted on an annual basis. Parents or legal guardians must complete and submit a preschool enrollment application form by the specified deadline. Applications will be reviewed, and enrollment decisions will be based on available space, eligibility criteria, and other factors deemed appropriate by District staff. Parents will be notified of their child's enrollment status within a reasonable timeframe after the application deadline.

### Waitlist

In the event that the number of applicants exceeds the preschool program's capacity, a waitlist may be established. Priority on the waitlist may be given to eligible children based on the priorities listed in this policy. Parents will be notified if their child is placed on the waitlist and will receive updates regarding their status if openings become available.

### Compliance

All aspects of this policy shall be implemented in accordance with applicable state and federal laws, regulations, and guidelines related to preschool education and enrollment.

Date of Adoption:

Internal Board Policies - Board Members

Membership in School Board Associations

The Board of Education shall hold memberships in such school board associations as it may from time to time determine appropriate.

The Board will list on the school's website the organizations and memberships that the Board belongs to and the annual membership dues (if any) for such organizations and memberships, as well as the fees paid by the Board to any individual lobbyist or lobbying firm (if any).

Legal Reference:      Neb. Rev. Stat. Sec. 79-512  
                                 LB 304 (2024)

Date of Adoption: