

Board of Education Regular Meeting
Monday, June 10, 2024 8:00 PM
Conference Room at the Southern Valley
Schools Junior/Senior High School Building,
Oxford, Nebraska
43739 Hwy 89
Oxford, NE 68967

1. OPENING
 - 1.1. Call Meeting to Order
 - 1.2. Pledge of Allegiance
 - 1.3. Roll Call
 - 1.4. Excuse Absent Board Members
 - 1.5. Acknowledge Posted Open Meeting Act
2. Parent Involvement Hearing
3. CONSENT AGENDA
 - 3.1. Publication of Notice Verification
 - 3.2. Notes Regarding Agenda/Additions
 - 3.3. Approval of Agenda
 - 3.4. Approval of Prior Minutes
 - 3.5. Committee Reports
 - 3.6. Financial/Expenditure Reports
4. RECOGNITION OF VISITORS
 - 4.1. Public Comment
5. DISCUSSION ITEMS
 - 5.1. PK-6 Principal's Report

5.2. 7-12 Principal's Report

5.3. AD Report

5.4. Superintendent's Report

5.5. Board Policy Updates

6. BUSINESS ITEMS

6.1. Approval of Claims

6.1.1. General Fund Checks for Approval

6.1.2. Nutrition Fund Checks for Approval

6.1.3. Activity Fund Checks for Approval

6.1.4. Building Fund Checks for Approval

6.1.5. Bond Fund Checks for Approval

6.1.6. QCPUF Checks for Approval

6.2. 5018 Parent and Guardian Involvement in Education Practices

6.3. Student Handbook

6.4. Activity Handbook

6.5. Teacher Handbook

6.6. Rates for Pulling out Buses

6.7. Sub Rates

6.8. Gym Floor

6.9. Elementary Gym Roof

6.10. Paying Student Teachers

6.11. National Trap Shooting Competition

7. NEXT MEETING

8. MOTION TO ADJOURN

5018

Parent and Guardian Involvement In Education Practices

The school district recognizes the importance of parental and guardian involvement in the education of their children. The school district will take the following steps to ensure that the rights of parents and guardians to participate in the education of their children are preserved.

1. Parents/Guardians will be provided access, as described in district procedures, to district-approved textbooks and other curricular materials and tests used in the district upon request.
 - a. A parental request to review specific approved textbooks and other district- or building-approved curricular materials (written, visual, and audio) should be made to the principal of the building where the textbooks and curriculum materials are used.
 - b. Parents may check out textbooks and may review curricular materials such as video and audio recordings within a time frame determined by the building principal to prevent disruption of the instructional process.
 - c. A parental request to review specific standardized and criterion-referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.
2. Parents/Guardians will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.
 - a. Parents/guardians are invited to make appointments with the building principal to visit classes, assemblies and other instructional activities. The principal shall give permission after determining that parental/guardian observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, in the sole discretion of the building principal.

- b. Parents/guardians may contact the building principal to request permission to attend counseling sessions in which their child is involved.
3. Parents/guardians will be permitted, within district procedures, to ask that their children be excused from school experiences that parents find objectionable.
 - a. Building principals may excuse a student from any single school experience at the parent's written request.
 - b. When appropriate, alternative experiences will be provided for the student by the school.
4. Parents/guardians will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.
5. Parents/guardians will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.
6. Parents/guardians will be informed of the circumstances under which they may opt-out of state and federal assessments.
 - a. In accordance with federal law, at the beginning of the school year, the District shall provide notice of the right to request a copy of this policy to parents/guardians of students attending schools receiving Title I funds. The District will provide a copy of this policy to a requesting parent in a timely manner.
 - b. State Assessments

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

c. National Assessment of Educational Progress

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

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

7. Parents/guardians will be notified of their right to remove their children from surveys prior to district participation in surveys.
 - a. The principal must approve all surveys intended to gather information from students before they are administered to students.
 - b. Students' participation in surveys is voluntary. Parents/guardians may restrict their child from participating in any survey.

Adopted on: _____

Revised on: November 9, 2020

Reviewed on: _____

Board of Education Meeting
May 13, 2024 at 7:30 pm
Conference Room at the Southern Valley Schools JR/SR High School Building
Oxford, Nebraska

The regular meeting of the Southern Valley Board of Education was called to order by President Ryan Hunt at 7:34pm. The roll was called and the following members were present: Ryan Hunt, Todd Brown, Mike Stalder, Mike Taylor, and Craig Baily. Member absent was Steve Hunt which was an excused absence. Others present: Superintendent, Bryce Jorgenson, Secondary Principal, Josh Lanik, and Activities Director, Ashley Blickenstaff.

The Board of Education makes available a current copy of the Open Meetings Act accessible to members of the public. The Open Meetings Act is also posted in the conference room. Notice of the meeting was given in advance by posting in accordance with the Board of Education approved method for giving notice of meetings. Notice of this meeting was given in advance to all members of the Board of Education. Availability of the agenda was communicated in the posted notice and a current copy of the agenda was maintained as stated in the posted notice.

Members present and public recited the Pledge of Allegiance.

Motion to approve the consent agenda passed with a motion by Mike Stalder and a second by Craig Baily

Craig Baily	Yes
Todd Brown	Yes
Steve Hunt	Absent
Ryan Hunt	Yes
Mike Taylor	Yes
Mike Stalder	Yes

Visitors were recognized. Time was allowed for public comment. 2024 SV graduate and Art student Alyson Adams received 1st place as the congressional art winner. Her art will be displayed in Washington D.C., the board agreed to assist her with funds for lodging, as they have with others in the past, while in Washington D.C.

Mr. Jorgenson gave Mr. Grove's report on the Elementary school; NSCAS Maps testing was completed, field day was split into two days due to the weather, upcoming is the 6th grade promotion, and summer school will be in June with morning hours only.

Secondary Principal, Josh Lanik reported on current student enrollment, Graduation was completed, all Juniors took the ACT tests, and also discussed some handbook changes for the next school year.

Activities Director, Ashley Blickenstaff reported on the Spring activities such as track, golf, State Journalism, State Quiz Bowl, Future Problems Solvers, State FCCLA, and State FBLA. The Cheer Squad for 24-25 is set, there were many Art awards in May, and Choir members went to the District Music contest. Upcoming events are Spring Activities/Awards night, State Golf, and State Track.

Mr. Jorgenson discussed new bills that were passed in the legislature, some facility issues such as the Elementary gym floor, Elementary roof, and the intercom system. Two FBLA Members placed 1st and 2nd at state which allows them to go to the national FBLA competition in Orlando, FL, the board has agreed to assist them with funds for transportation and lodging.

A motion to approve the bills of the General Fund, Activity Fund, Bond Fund, and the Nutrition Fund provided by the administration passed with a motion by Todd Brown and a second by Mike Taylor.

Craig Baily	Yes
Todd Brown	Yes
Steve Hunt	Absent
Ryan Hunt	Yes
Mike Taylor	Yes
Mike Stalder	Yes

A motion to approve the bids by GD Concrete for concrete work for the fuel tank pad and replace paving that was deemed hazardous per the insurance company passed with a motion by Mike Stalder and a second by Mike Taylor.

Craig Baily	Yes
Todd Brown	Yes
Steve Hunt	Absent
Ryan Hunt	Yes
Mike Taylor	Yes
Mike Stalder	Yes

A discussion on replacing the sign by the highway was tabled until the next meeting.

The next regular meeting is scheduled for June 10, 2024 at 7:30 pm in the High School Board meeting room.
A motion was made by Craig Baily at 8:33pm to move to executive meeting, executive was finished at 9:15pm.

Meeting adjourned at 9:17pm with a motion by Mike Stalder and a second by Mike Taylor.

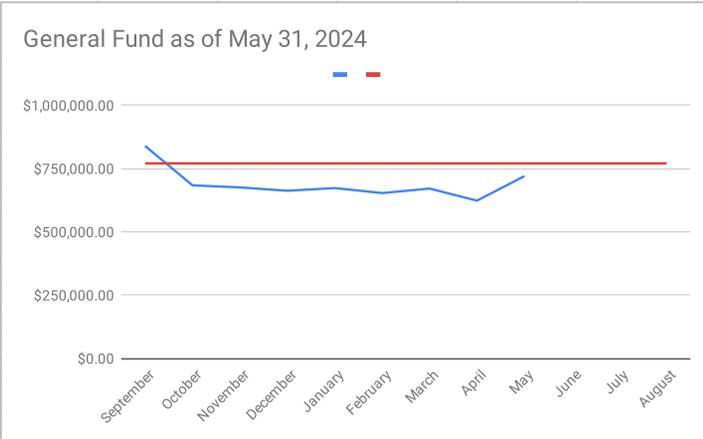
Dated this 14th day of May 2024

FURNAS COUNTY SCHOOL DISTRICT #540

A/K/A SOUTHERN VALLEY SCHOOLS BY: Ryan Hunt, PRESIDENT

ATTEST: Dana Gesick, Recording Secretary

	Monthly Spent	Monthly Budget	Amount Remaining
September	\$839,244.91	\$770,521.00	-\$68,723.91
October	\$683,721.42	\$770,521.00	\$86,799.58
November	\$675,502.74	\$770,521.00	\$95,018.26
December	\$662,183.64	\$770,521.00	\$108,337.36
January	\$672,938.15	\$770,521.00	\$97,582.85
February	\$653,107.21	\$770,521.00	\$117,413.79
March	\$670,864.00	\$770,521.00	\$99,657.00
April	\$623,269.57	\$770,521.00	\$147,251.43
May	\$719,799.00	\$770,521.00	\$50,722.00
June		\$770,521.00	
July		\$770,521.00	
August		\$770,521.00	
Total	\$6,200,630.64	\$9,246,252.00	\$734,058.36



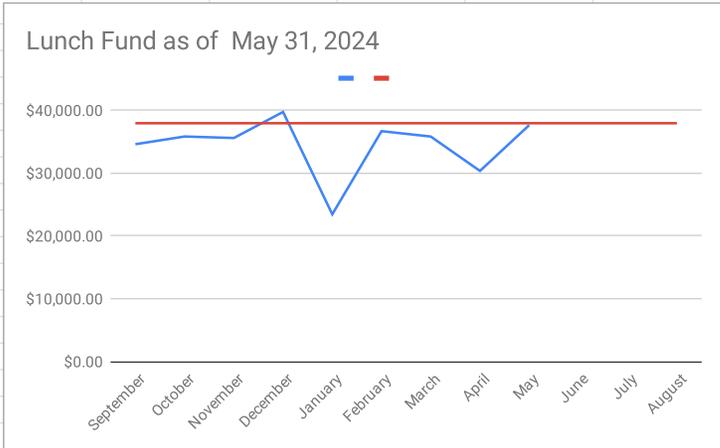
Revenue
January
February
March
April
May
June
July
August

Totals	\$6,200,630.64	\$9,246,252.00	\$734,058.36
% Totals	67.40%		7.98%

770521.4167

September	8.33%		7693593.96
October	16.67%		
November	25.00%		
December	33.33%		
January	41.67%		
February	50.00%		
March	58.33%		
April	66.67%		
May	75.00%		
June	83.33%		
July	91.67%		
August	100.00%		

	Monthly Spent	Monthly Budget	Amount Remaining
September	\$34,589.00	\$37,932.00	\$3,343.00
October	\$35,815.00	\$37,932.00	\$2,117.00
November	\$35,577.00	\$37,932.00	\$2,355.00
December	\$39,725.00	\$37,932.00	-\$1,793.00
January	\$23,435.61	\$37,932.00	\$14,496.39
February	\$36,666.56	\$37,932.00	\$1,265.44
March	\$35,811.00	\$37,932.00	\$2,121.00
April	\$30,337.22	\$37,932.00	\$7,594.78
May	\$37,628.68	\$37,932.00	\$303.32
June		\$37,932.00	\$37,932.00
July		\$37,932.00	\$37,932.00
August		\$37,932.00	

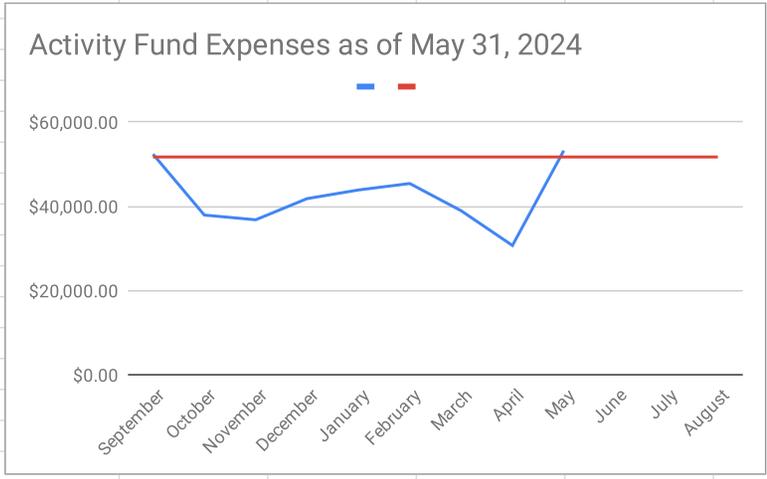


	Budget	Revenue	Difference
September			\$0.00
October			\$0.00
November			\$0.00
December			\$0.00
January			\$0.00
February			
March			
April			
May			
June			
July			
August			

Totals	\$309,585.07	\$455,195.00	\$107,666.93	37831.58333
% Totals	88.70%	130.43%	30.85%	
September		8.33%		
October		16.67%		
November		25.00%		
December		33.33%		
January		41.67%		
February		50.00%		
March		58.33%		
April		66.67%		
May		75.00%		
June		83.33%		
July		91.67%		
August		100.00%		

	Monthly Spent	Monthly Budget	Amount Remaining
September	\$52,418.22	\$51,747.00	-\$671.22
October	\$37,955.21	\$51,747.00	\$13,791.79
November	\$36,836.00	\$51,747.00	\$14,911.00
December	\$41,859.00	\$51,747.00	\$9,888.00
January	\$43,911.60	\$51,747.00	\$7,835.40
February	\$45,446.43	\$51,747.00	\$6,300.57
March	\$38,989.76	\$51,747.00	\$12,757.24
April	\$30,741.40	\$51,747.00	\$21,005.60
May	\$53,249.33	\$51,747.00	-\$1,502.33
June		\$51,747.00	
July		\$51,747.00	
August		\$51,747.00	

Revenue
January
February
March
April
May
June
July
August



Totals	\$381,406.95	\$620,964.00	\$84,316.05
% Totals	61.42%	177.42%	24.09%

September	8.33%	51747.41667
October	16.67%	
November	25.00%	
December	33.33%	
January	41.67%	
February	50.00%	
March	58.33%	
April	66.67%	
May	75.00%	
June	83.33%	
July	91.67%	
August	100.00%	

June 24 Board Meeting

Report Cards were sent out to those that have everything turned in and fines paid.

5 EL students tested out of the program based on their ELPA 21 Scores and now are considered English Proficient

We have 54 signed up for Summer Camp but only 30 last due to Camp Joy and others.

23-24 Classroom Teaching Assignments

Dani Shultz and Jennifer Aerni - PreK

Jordyn DeVries and Morgan Huxoll - K

De Anna Ruskamp and RayAnn Roskop - 1st

Lacy Rice and Haley Reed - 2nd

Courtney Amundson and Holly Hunt - 3rd

Addison Johnson and Chelsey Sutton - 4th

Krista Guthrie and Ali McCord - 5th

Glenna Miller and Jenn Burns - 6th - Departmentalizing

7-12 Principal Board Report

June, 2024

- ACT results for Juniors & Sophomores
 - Juniors: 18.78 average (16.33 as sophomores)
 - Sophomores: 16.76 average (17 test takers)
- 4th Quarter/2nd Semester Honor Roll
 - 4th Quarter: 52% (83/160) on the honor roll (90% & up), 63% (52/83) of the honor roll are with distinction (95% & up)
 - 2nd Semester: 53% (85/160) on the honor roll (90% & up) 53% (45/85) of the honor roll are with distinction (95% & up)
- Summative Evals
- Class Schedule for 24-25 school year
- Senior parking spots in parking lot
- Extracurricular championships board in Atrium
- Activities Handbook Change regarding travel when ineligible (including field trips)

Superintendent Report
Board Meeting
June 10, 2024

1. Maintenance Crew
2. Road Sign
3. Budget Workshop
4. Phone/Intercom System

Policy Number	Description of Bill	My Recommendation
2006	A few changes because of the new Title IX law	Required
2008	Allow us to publish on a state site if we can get it in the paper.	Required. And it will change again after January 1, 2025
2009	Public comment now has to occur at EVERY meeting.	Required. This includes workshops and work sessions
3003.1	Adds "Veteran Business" as getting preference	Required
3004.1	Increase some of the minimums. 5k-10k and 25k-50k	Required
3011	Info here moved to 5005. This number will not be left blank.	Required
3017	Just a name change.	Not required, but suggest we go ahead and make the change now
3032	Changes the amount that can charge for records. Old was first 4 hours was free, now the first 8 hours are free.	Required
3033	Used to have to lend textbooks to home school students. It is now that duty belongs to NDE	Required
3053	Includes language that you can't discriminate pregnant workers	Required
3057	New Title IX. New regulations from federal government. It is an improvement from the last version, still waiting on some forms. We will have new training on this. EVERYONE will need to be trained.	Required
3059	Don't have to let audio recordings in SPED meetings	This change is not required but I recommend that we make the change.
3060	Fire arms and weapons for non studetns	This pairs with 5035
4011	Changes to the FMLA	Required
4053	Makes a change for those who make more than \$150,000. Defined as a conflict of interest	Required
5001	Includes "mental" illness for absences.	Not require.
5004	We have to define our schools. PK-6 and 7-12. We do not have a middle school	Required
5005	Combined with 3011	Required
5008	This is born out of the new Title IX regulations	Required
5035	New Fire Arms Policy	Make changes
5052	Make some changes to competitive Foods	Required
6025	Student Cell Phones. Only needed if considering a complete ban.	Don't think we need at this time
6031	Updates policy from last year.	Required
6036	Dyslexia added	Required
6039	New policy on repeating a grade	Required
6040	PK. Preschool can now be 3-6 year olds. WE DO NOT HAVE TO ALLOW. It is our choice	No required, but I recommend we have it.
6041	Adds Malcom X day. May 19th. Most of the time we will be out of school. Next year will be the exception	Required
6042	Changes the kids of maps that can be used to teach with. No more Mercator Projection	Required

KAREN A. HAASE ^{NE, SD, IA, WY}
STEVE WILLIAMS ^{NE, SD}
BOBBY TRUHE ^{NE, SD}
COADY H. PRUETT ^{NE, CO, SD}



JORDAN JOHNSON ^{NE, WY, NE}
TYLER COVERDALE ^{SD}
SARA HENTO ^{NE, SD}
SHARI RUSSELL, Paralegal

MEMORANDUM

To: KSB Policy Service Subscribers
FROM: KSB School Law
DATE: May 28, 2024
RE: Annual Policy Updates

It's time for the 2024 KSB School Law policy updates. Below, we discuss the policy changes, the changes to our standard forms, and some issues raised by certain laws that do not necessarily require a policy change but present new obligations or things to keep in mind as you enter the 2024-25 school year. We have broken these down into 3 sections: "Policy Changes;" "Forms Changes;" and "Other Issues to Consider."

Please keep in mind that most approved bills go into effect three months after the legislature adjourns. This year the Unicameral adjourned sine die on April 18th, so the effective date of most bills will be July 19, 2024. However, if a bill has a specific effective date or an emergency clause, it goes into effect on the stated date or when passed and approved according to law.

To assist subscribers in implementing these policy changes and the other considerations laid out in this Memo, **KSB will hold a webinar on Wednesday, May 29, 2024, at 9:00 a.m. Central Time.** In the webinar, we will give a brief overview of the changes and then answer questions from attendees regarding the policies and other considerations. We will also record the webinar and post it in the KSB School Law portal in the Policy Updates section. Please contact us if you have any additional questions about the policy updates or portal.

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Policy Changes

REVISIONS OF POLICY 2006: COMPLAINT PROCEDURE

The new Title IX regulations require Title IX appeals to follow the same procedures for other types of civil rights appeals. For years, OCR has requested a uniform process to handle all types of complaints of discrimination, including race, religion, disability, etc. This is why we designed policy 2006 to cover all of those types of complaints and appeals. The 2020 Title IX regulations obviously created an entirely separate process for Title IX. The new 2024 regulations don't require the same procedure across the board for Title IX and other types of civil rights complaints, but they do require a standard appeals process.

To blend the Title IX and other civil rights appeals, we had to make some substantial modifications to policy 2006. Now, most complaints and appeals end with the superintendent. We have significantly limited the types of complaints and appeals that can go to the full board. This was necessary to reconcile the civil rights appeals, because in practice most schools do not involve the full board in discrimination investigations unless they involve allegations against the superintendent. We have been talking for years about limiting items that actually get full board consideration. Is it the highest and best use of the board's time to hear "complaints" about playing time and who makes National Honor Society? We'll explain this in the update webinar, but it will be very important to discuss this with your full board. Now, only complaints about the superintendent and complaints about the wording (not implementation) or policy and about the budget get consideration from the board.

We understand some boards may like this, and others may want to stay involved as a last appeal step in all cases. We recommend against boards hearing all types of cases. At best, it will significantly delay the ability to impose discipline in Title IX cases involving sex discrimination if the process is not complete until the board hears the case. However, if your board does want to serve as the final appeal body for all claims, reach out to one of us, and we are happy to discuss it and help you modify the policy to fit your board's preference.

This change is required.

REVISION OF POLICY 2008: MEETINGS

Have you sent a notice of your school board meeting to your local newspaper only to find out the newspaper didn't publish your notice? Good news! LB 287 modifies the Open Meetings Act to resolve this problem.

Beginning July 19, 2024, and until January 1, 2025, in cases where the newspaper refuses, neglects, or is unable to timely publish the notice, the school district may lawfully advertise its meeting by (1) posting the notice on its website and (2) posting the notice in a "conspicuous public place" within its jurisdiction. The school must keep a written record of the posting.

Beginning January 1, 2025, school districts will have two options to choose from to give notice of their meetings, and it depends on whether you have time to get your notice in the local newspaper. Schools may select one of the following options:

- (1) Publish in a newspaper of general circulation within the school's jurisdiction that is finalized for printing prior to the time and date of the meeting AND (2) post on the newspaper's website, if available, AND (3) post on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers; ***OR***
- (1) Post to the newspaper's website, if available, AND (2) post to a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting.

After January 1, 2025, in cases where the newspaper refuses, neglects, or is unable to timely publish the notice, the school district may lawfully advertise its meeting by (1) posting the notice on its website, if available, and (2) submitting a post on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers, AND (3) posting the notice in a "conspicuous public place" within its jurisdiction. The school must keep a written record of the posting. We will provide you with a new policy closer to January 1, 2025.

NOTE: You need to follow the current law until July 19, 2024.

Effective Date: July 19, 2024

This change is required. KSB will send out an updated policy this fall for the version that will be in effect starting January 1, 2025.

REVISION OF POLICY 2009: PUBLIC PARTICIPATION AT BOARD MEETINGS

As you've heard us say many times over the years, the Open Meetings Act only required school districts to allow public comment at "some" meetings. The Nebraska Attorney General's Office had informally indicated that allowing public comment once every three months would be sufficient to comply with the law. Well, those days are over. LB 43 now requires that except for closed sessions, public bodies must allow public comment at each meeting. We have revised this policy to reflect this new requirement.

Please keep in mind that boards may still make and enforce reasonable rules and regulations regarding the conduct of people speaking at meetings. This means you can continue to have "time, place, and manner" restrictions on public comment speakers.

Effective Date: July 19, 2024.

This change is required.

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

In April 2024, the federal government released revisions to the Uniform Grants Guidance. This policy is updated to reflect changes to the UGG including: the change in terminology to "simplified acquisitions" instead of "small purchases," and the addition of veteran-owned businesses to the list of preferred vendors.

Effective Date: October 1, 2024

This change is required.

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

These changes include the same ones mentioned for 3003.1.

The UGG also increased the threshold for the disposition of equipment and supplies from \$5,000 to \$10,000. While not a policy change, districts should also be aware that the de minimis indirect rate increased from 10% to 15% and also the amount of subawards a district can apply to their indirect rate increased from \$25,000 to \$50,000. Additionally, school auditors are jumping for joy as the single audit for federal funds increased from \$750,000 to \$1,000,000.

Effective Date: October 1, 2024

This change is required.

MOVE CONTENTS OF 3011: TRANSPORTATION, TO 5005: OPTION TRANSPORTATION; RENAME COMBINED POLICY "TRANSPORTATION"; POLICY 3011 NOW "INTENTIONALLY LEFT BLANK"

We received several questions during NDE reviews of policies covering foster student transportation this year. That policy was in the 3000 series, which did not make a lot of sense when other transportation policies are in the 5000 series. We have now combined 3011 and 5005 into one policy named "Transportation" which covers general transportation and option transportation.

Policy 5005, formerly "Option Transportation" had 3 distinct options in separate documents. We've combined those into this one policy. If you have already adopted 1 of the 3 options in policy 5005, keep that one in the policy and delete the other 2 choices.

This change is required.

**REVISION AND RENAMING OF POLICY 3017: PRESS RELEASES;
RENAMED TO "OFFICIAL COMMUNICATION WITH THE PUBLIC"**

On March 15, 2024, the United States Supreme Court issued an opinion in *Lindke v. Freed* which established the test for when government officials are "state actors" when posting on social media for First Amendment considerations. SCOTUS determined a government official's social media post is only government speech if "the official possessed actual authority to speak on the State's behalf and purported to exercise that authority when he spoke on social media." This policy update reflects the new considerations from this case.

This change is not required but is highly recommended.

**REVISION AND RENAMING OF POLICY 3032: FEES FOR SCHOOL
DISTRICT RECORDS; ELIMINATE "COPYING" FROM TITLE**

LB 43 revised the public records statutes. For residents of Nebraska (includes all news media, which is undefined):

- Number of "free hours" goes from 4 to 8
- May not include "any charge for the services of an attorney or any other person to review the requested public records seeking a legal basis to withhold the public records from the public"
- May still charge for time in excess of 8 hours for searching, identifying, physically redacting, or copying

For nonresidents of Nebraska:

- Number of "free hours" goes from 4 to 0
- "The actual added cost used as the basis for the calculation of a fee for records may include a charge for the proportion of the existing salary or pay obligation to the public officers or employees, including a proportional charge for the services of an attorney to review the requested public records, for the time spent searching, identifying, physically redacting, copying, ***or reviewing*** such records"

The policy has been revised to reflect these changes.

Effective Date: July 19, 2024

This change is required.

DELETION OF POLICY 3033: LENDING TEXTBOOKS TO CHILDREN ENROLLED IN PRIVATE SCHOOLS; NOW "INTENTIONALLY LEFT BLANK"

Through June 30, 2024, schools are required to purchase and loan textbooks, upon individual request, to children who are enrolled in kindergarten to grade twelve of an approved private school. Effective July 1, 2024, that obligation is transferred to NDE. This policy may be deleted because it is no longer necessary.

This change is required.

REVISION OF POLICY 3053: NONDISCRIMINATION

This policy was updated to reflect the final rule for the Pregnant Workers Fairness Act (PWFA) which requires covered employers, including school districts, to provide reasonable accommodations to qualified employee's or applicant's known limitations related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions.

This change is required.

REVISION OF POLICY 3057: TITLE IX

We've invested a lot of time and energy into learning and thinking through the Biden Administration's updated Title IX regulations, set to go live on August 1, 2024. We will explain much more of our thinking and guidance in our Title IX introductory webinar on June 25. You can register for that [here](#) if you haven't already signed up for this webinar or our full quarterly webinar series.

We feel strongly that schools will find these new regulations better to work with day-to-day compared to the Trump Administration regulations from 2020. For example, in many cases you will be able to use 1 person (likely the Title IX Coordinator) to resolve complaints of sex-based harassment compared to at least 3 under the 2020 regulations. For that reason, we put

together an updated policy for you to consider with your boards in June or July. We do not think schools should ignore the components of these new regulations that will make life better for you.

We will continue to monitor the ongoing litigation, which focuses almost exclusively on the issues of gender identity and facility use. That is getting all the headlines (as usual) but makes up only a very small fraction of the regulations. As you will see, our policy focuses on complaints of sex discrimination. If we need to update the policy moving forward to account for the litigation or changes to the regulations in the future, we will.

Effective Date: August 1, 2024

This change is required.

REVISION OF POLICY 3059: AUDIO AND VIDEO RECORDING

This policy was updated to reflect recent decisions by federal courts that have held parents do not have the right to record special education meetings. This has become an increasing point of contention for several of our districts and we wanted the explicit prohibition to be in your recording policy.

This change is not required but highly recommended.

NEW POLICY 3060: FIREARMS AND WEAPONS FOR NON-STUDENTS

See description in 5035.

This change is required.

REVISION TO POLICY 4011: EMPLOYEE LEAVE UNDER THE FAMILY MEDICAL LEAVE ACT (FMLA)

We are recommending two changes to this policy. First, in the last section of the policy we are deleting the reference to the "301(c) notice." That notice is now superfluous if you use the Department of Labor forms, which we

recommend. Those are all in the 4000 series forms and include the FMLA's required notice provisions.

Second, we have revised section I(A)(2) to clarify the applicable 12-month period for FMLA leave. The FMLA allows employers to use a calendar year basis, another set 12-month period, an "anniversary of use" method, or a "rolling" 12-month period. We strongly discourage schools from using a set 12-month period, because that may result in employees having 24 weeks of leave consecutively.

Instead, we recommend that schools use the "rolling" 12-month period, or the "anniversary date" method as a second choice. Under the recommended "rolling" method, employees "earn" leave back at the rate they used it. For example, assume an employee uses 4 weeks of FMLA leave in each of October, January, and April. The following October, assume the employee needs 6 weeks of FMLA leave. The employee is only eligible to use 4 weeks of FMLA leave for that absence, so the last 2 weeks are not FMLA-covered. Our previous definition of the 12-month period was not as clear as it could have been, especially in situations where the employee uses ongoing "intermittent" leave, such as a day at a time.

If you are making this change, please check your current policy and determine which 12-month leave year option your district selected. The Department of Labor requires you give at least 60 days of notice to all employees if you are wishing to change the method. We have included this change in our staff handbook. Notice can also be given by emailing all employees an updated version of the policy.

This change is required.

REVISION TO POLICY 4053: CONFLICT OF INTEREST

LB 287 created additional conflict of interest procedures for public employees who make \$150,000 or more in combined salary and benefits. As a practical matter this probably means it only applies to administrators for the upcoming school year, but the cost of benefits and rising teacher salaries mean that some teaching staff will be affected either now or in the future.

If an employee meets the total cost qualification, they must comply with these additional requirements and report a conflict of interest of any decision or action they might take that could financially benefit or harm themselves,

a business with which the employee is associated or a member of an immediate family member.

This policy revision is required.

REVISION OF 5001: COMPULSORY ATTENDANCE AND EXCESSIVE ABSENTEEISM

LB 1029 amends section 79-201 to clarify that mandatory attendance requirements do not apply when a student's ***mental or physical*** illness makes attendance impossible or impracticable. The policy has been revised in one place to note this "change." We have also updated the policy by replacing the outdated use of "non-accredited" schools with "exempt" schools.

Effective Date: July 19, 2024.

This change is required.

Additionally, the Nebraska Department of Education has informed districts that they can allow or require students to "make-up" absences in order to improve their reported attendance/absenteeism rates. If your district has implemented or wishes to implement a procedure for students to make-up absences, you should include that information in your attendance policy. We've prepared a basic framework for one in our model policy as a placeholder.

This change is an optional provision you may remove or revise at your discretion.

REVISION OF POLICY 5004: OPTION ENROLLMENT

Currently, state law provides that students may only option enroll into another district once unless one of the numerous exceptions apply. However, the Unicameral decided that what Nebraska needs is more option enrollment! LB 1329 amends the option enrollment statutes to grant students an option once during elementary school, once during middle school or junior high school, and once during high school for a total of three times. Unfortunately, LB 1329 does not define which schools contain which grades, and state law generally defines elementary grades as kindergarten

through eight and high school grades as nine through twelve. Middle school is not defined. This means you will have to define which grades are contained in which school in this policy. We have left a blank for this purpose in the definition section.

LB 1329 also changes the burden of proof in any appeal based on a capacity determination made by the school. The school district will bear the burden of proof on any appeal for any rejection based upon capacity limitations established under section 79-238.

This change is effective July 19, 2024.

This change is required.

**REVISION AND RENAMING OF POLICY 5005: OPTION
TRANSPORTATION; COMBINED WITH 3011**

See description in 3011, above.

This change is required.

REVISION OF POLICY 5008: PREGNANT OR PARENTING STUDENTS

The new Title IX regulations discuss responsibilities a school has regarding a student's current, potential, or past pregnancy. Such responsibilities include informing the student of the Title IX Coordinator's contact information and making reasonable modifications based on the student's individualized needs. The school must consult with the student regarding reasonable modifications, and the student may accept or decline any of the modifications. This policy has been updated to include the new Title IX requirements.

This change is effective August 1, 2024

This change is required.

**REVISION OF POLICY 5035; POLICY 5049: FIREARMS AND WEAPONS
MOVED TO POLICY 3060 AND 5035; POLICY 5049 WILL BE
"INTENTIONALLY LEFT BLANK"**

The general rule is that any person who possesses a firearm in a school, on school grounds, in a school-owned vehicle, or at a school-sponsored activity or athletic event is guilty of the offense of unlawful possession of a firearm at a school (a Class IV felony). There are a variety of exceptions, and LB 1329 adds two more.

First, qualified law enforcement officers or qualified retired law enforcement officers carrying pursuant to 18 U.S.C. 926B or 926C, respectively, as such sections existed on January 1, 2023 may now carry firearms at school. The more controversial provision authorizes Class I and Class II school districts to allow employees and security personnel to possess a firearm on school grounds, at a school event, or in a school vehicle according to a written policy adopted by the school that includes, at a minimum, requirements for personal qualifications, training, appropriate firearms and ammunition, and appropriate use of force.

Given these changes and the fact that there are also mandatory firearm provisions that apply to students through state and federal law, we have decided to move the non-student portion of this policy to Policy 30XX and to move the student portion of the policy to Policy 5035 - Student Discipline. Policy 5049 will now be "Intentionally Left Blank."

The Unicameral has directed the State Board of Education, in consultation with the Nebraska State Patrol, to develop a model policy relating to the authorization of the carrying of firearms by authorized security personnel (and employees). The policy must include but need not be limited to, the appropriate number of training hours required of such security personnel. **Unlike other instances that require the State to draft a policy, there is no requirement that the school's policy follow or be limited by the State's model policy.**

Policy 3060 currently is for all Class III school districts but only Class I and Class II school districts that have decided not to adopt a policy authorizing employees and contractors to carry firearms on school grounds. We will draft a policy that authorizes employees and contractors to carry firearms on school grounds once the State Board of Education issues its model policy. However, we have heard that ALICAP will not be providing any insurance coverage for matters related to employees or contractors carrying firearms on school property.

Effective Date: July 19, 2024

These changes are required.

We have also made two other tweaks to this policy. First, we included a short paragraph at the beginning noting that all discipline decisions will be made consistent with state and federal disability laws, namely the IDEA and Section 504.

Second, we have added “deepfakes” and other AI-generated content to the list of school rules and grounds for discipline. We have taken an aggressive approach on the creation of deepfake nudes, where one student creates what appears to be a “real” nude of a classmate using one of the many apps and sites that now exist. Creation, distribution, and possession of actual nudes are criminal acts subject to discipline as a violation of state criminal law. However, it is at best unclear whether creating a deepfake nude is a crime in Nebraska at all. By modifying the policy to say the board considers deepfakes an expellable offense, we are using the board’s authority to clarify expellable conduct that is “consistent with” the statutory grounds for longterm discipline that already exist. While this could be challenged by a student/parent, we want to ensure schools have options when these situations inevitably arise more often moving forward.

These changes are not required but are highly recommended.

5052: SCHOOL WELLNESS

We have revised the “Competitive Foods” section to comply with federal regulations as a result of suggestions made by NDE after some school audits. The change defines “Competitive Foods,” when they may be sold, and some exemptions and limitations.

This change is required.

REVISION OF POLICY 6025: STUDENT CELL PHONE OR OTHER ELECTRONIC DEVICES

We have had an increasing number of schools reexamine their approach to student cell phone use at school in light of emerging research about the harm that cell phones pose to student mental health. Teachers are also wildly frustrated by the constant battle with students over whether and when students may have their phones, smartwatches or AirPods.

There have been many national headlines examining the success ([like this from WaPo](#)) and pushback, especially from parents ([like this from EdWeek](#)), for schools that have gone to a ban on cell phones at school or solutions like Yondr bags.

We have added a new option to Policy 6025 for districts that are interested in completely banning all electronic devices during the school day. School districts that adopt this policy option will also need to plan on some sort of PR campaign explaining the change in policy to families. In our experience, parents are as hostile to cell phone bans as students are, so school officials will have to explain the research on the detrimental impact that phones have at school. If you are interested in considering this approach, the research and anecdotal experiences of schools who implemented cell phone bans is pretty clear. It seems to work if you can get all of your students, parents, and community members over the initial hurdle of losing constant connectivity. If you would like help locating resources to share, let us know. We take great pride in talking to students, staff, and parents about digital citizenship and tech-related issues, so we've been following this trend and the litigation against social media companies closely.

This change is optional.

REVISION OF POLICY 6031: EMERGENCY EXCLUSION

Last year, LB 705 amended the processes and procedures under the Nebraska Student Discipline Act. The procedures applicable to emergency exclusion must "substantially" comply with the updated due process requirements related to long-term discipline. We've amended the procedures contained in this policy to comply with those requirements in a manner that aligns with the shortened timeframes applicable to emergency exclusion.

This change is required.

6036: READING INSTRUCTION AND INTERVENTION SERVICES

Schools are required to provide the required information relating to dyslexia to the Nebraska Department of Education on or before July 1 of each year. This requirement has been added to the policy.

The Nebraska Department of Education will provide a professional learning system. The elementary school(s) and early childhood education programs approved by the State Board of Education must ensure that teachers who teach children from four years of age through third grade are aware of the professional learning system and are adequately trained regarding evidence-based reading instruction to effectively instruct students in reading. This requirement has been added to the policy.

Effective Date: July 19, 2024.

This change is required.

NEW POLICY 6039: REPEAT OF GRADE AT PARENT-GUARDIAN REQUEST

LB 71 gives parents the right to have their students repeat grade levels under certain, very specific circumstances. This policy outlines the circumstances applicable to students in grades K-4 and for students in grades 5-12. Notice that the differences between the two ages are significant.

Parents of students in grades K-4 can ask that their child be retained due to:

- Academic Needs. This criteria requires that the student be “at least one year below grade level” in reading, English, **and** language arts. That means that a student who is reading at 3rd grade, first month levels would not be entitled to repeat the 3rd grade. Notice also that there is no parental entitlement to hold a student back for deficits in any other academic area. We have explicitly noted at the end of the policy that this portion of the policy does not override a student’s IEP team decision about educational placement under the special education laws.
- Excessive Absenteeism. This criteria requires that the student has been absent fifty percent or more of the school days of the prior school year. The KSB crew is puzzled that the Unicameral chose to give additional rights to parents who may very well be guilty of educational neglect, but we don’t get to make the laws, we just get to try to explain them to you. Please note that this makes school district reporting of excessive absenteeism to the county attorney after 20 days of absences crucially important.

- Illness. The statute requires the student to have been hospitalized for two or more weeks during the prior school year in order to qualify under this criteria. Notice that the illness criteria is only available to students in grades K-4. Notice as well that in order for a K-4 st are required to provide the required information relating to dyslexia to the Nebraska Department of Education on or before July 1 of each year. This requirement has been added to the policy.

Parents of students in 5-12 can ask that their child be retained only due to excessive absenteeism.

All of the criteria in the statute are keyed to a school year, so we have set the earliest date that a parent can request a grade level retention as the last day of the school year. This draft policy proposes a two-week window in which parents can request that a student repeat a grade level, with the ability of the superintendent to make timing exceptions for good cause. We also drafted this policy to require parents to submit the initial request to the building principal so that the principal can pass along any relevant information about the situation to the superintendent.

Effective Date: July 19, 2024.

This change is required.

NEW POLICY 6040: PREKINDERGARTEN (PRESCHOOL OR EARLY CHILDHOOD) PROGRAM

LB 71 amends the early childhood statutes so that schools may now offer a prekindergarten program to:

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

Schools are not required to have any prekindergarten program, so the school may choose to offer such a program with any combination of the ages of children outlined above. For this reason, it is difficult, if not impossible, to

draft a one-size-fits-all policy. Please feel free to contact us if you would like to customize this policy.

Effective Date: July 19, 2024

This change is not required but is highly recommended if you have a prekindergarten program.

NEW POLICY 6041: MALCOLM X DAY EDUCATION

Who doesn't love holidays?!? Thanks to LB 1102, we have another one! May 19th of each year will forever more be recognized as El-Hajj Malik El-Shabazz, Malcolm X Day, and must be set apart for holding suitable exercises in the schools of the state in recognition of the sacrifices of the late Nebraska Hall of Fame inductee El-Hajj Malik El-Shabazz, Malcolm X and his contributions to the betterment of society.

Effective Date: July 19, 2024

This policy is required.

NEW POLICY 6042: PROJECTION MAPS

With the passage of LB 1329, school districts will only be allowed to use the Mercator projection map in limited situations, all of which require conjunctive use of either the Gall-Peters projection map or the AuthaGraph projection map. For example, textbooks that display the Mercator projection map are permissible as long as a Gall-Peters projection map or AuthaGraph projection map is displayed in the classroom or shown to students. To comply, school districts should replace Mercator projection maps with either Gall-Peters projection maps or AuthaGraph projection maps.

Effective Date: July 19, 2024

This policy is required.

NEW POLICY 6043: MAPPING DATA

With the passage of LB 1329, school districts may choose to apply for grant funding to create and share mapping data (defined as maps relating to the school buildings or school property with data for an efficient emergency response to such buildings or property) with public safety agencies. If you wish to apply for a grant to create and share this information, you must pass this policy and ensure that your creation and distribution of the mapping data meet the requirements of the legislation which have been included in this policy.

This policy is required only if you plan to apply for this grant.

Form Changes (NONE...YET!)

TITLE IX

We will be releasing updated Title IX forms closer to the August 1 effective date. We think rolling out the forms in conjunction with Title IX training later this summer will be the most efficient way to provide you with updated forms and explain how to use them to make the process easier.

Other Issues To Consider

Special Education Procedures

We had several school districts receive corrective action plans from NDE's Office of Special Education asking them to revise their special education policies and procedures this year. After being notified of these corrective action plans, we were able to work with NDE to get the matter resolved. It is important that you upload the most current version of Policy 6010 and the most current version of the KSB Special Education Procedures when asked for your special education "policies and procedures." If your district has chosen to tweak your special education procedures, you should check with one of the KSB attorneys to be sure that NDE will accept those procedures as compliant.

LB 25: Political Subdivisions Tort Claims Act

~~Political subdivisions of the State of Nebraska are not liable for the torts of its officers, agents, or employees, and cannot be sued on any tort claim except to the extent, and only to the extent, provided by the Political Subdivisions Tort Claims Act. The Act LB 25 amends the Act to allow claims involving child abuse or sexual assault of a child. Individuals will now be able to file tort claims and lawsuits against political subdivisions when the harm caused by child abuse or sexual assault of a child is a proximate result of the failure of a political subdivision or an employee of the political subdivision to exercise reasonable care to either: (i) Control a person over whom it has taken charge; or (ii) Protect a person who is in the political subdivision's care, custody, or control from harm caused by a non-employee actor.~~

~~LB 25 becomes law July 19, 2024.~~

LB 25 was vetoed by Governor Jim Pillen on April 24, 2024, because he hates other people's children even more than Steve, apparently.

LB 43: FIRST FREEDOM ACT

LB 43 creates the First Freedom Act. Under the Act, "state action" may not:

- Substantially burden a person's right to the exercise of religion unless it is demonstrated that applying the burden to that person's exercise of religion in this particular instance is essential to further a compelling governmental interest and is the least restrictive means of furthering that compelling governmental interest; or
- Restrict a religious organization from operating and engaging in religious services during a state of emergency to a greater extent than the state restricts other organizations or businesses from operating during a state of emergency.

A plaintiff's potential relief includes:

- Actual damages
- Preliminary and other equitable or declaratory relief as may be appropriate; and
- Reasonable attorney's fees and other litigation costs reasonably incurred

The First Freedom Act becomes law on July 19, 2024.

LB 43: TRIBAL REGALIA

LB 43 provides that any person who is a member of an indigenous tribe and is a student attending an approved or accredited public school may wear tribal regalia in any public or private location where the person is otherwise authorized to be on such school grounds or at any school function. Tribal regalia includes "traditional garments, jewelry, other adornments, or similar objects of cultural significance worn by members of an indigenous tribe of the United States or another country." The definition excludes any firearm or other dangerous weapon or any object that is otherwise prohibited by federal law (unless it complies with an appropriate federal permit).

The bill specifically states that administrators and teachers may still regulate student behavior as provided in section 79-258 or the authority of a school to regulate student behavior to further school purposes or to prevent interference with the educational process.

LB 43 authorizes schools to adopt a policy to accommodate the new law. The policy may specify the characteristics of any garment, jewelry, other adornment, or object that such school finds will endanger the safety of a student or others or interfere with school purposes or the educational process if worn by a student during a specified activity. This policy was drafted to identify such items.

This law becomes effective July 1, 2025.

LB 43: PUBLIC RECORDS

LB 43 amends the public records statutes in three ways.

1. For residents (includes ***all*** news media even outside of Nebraska):
 - a. The number of "free hours" goes from 4 to 8.
 - b. You may not include "any charge for the services of an attorney or ***any other person*** to review the requested public records seeking a legal basis to withhold the public records from the public."
 - c. You may still charge for time in excess of 8 hours for searching, identifying, physically redacting, or copying
2. For nonresidents:
 - a. The actual added cost used as the basis for the calculation of a fee for records may include a charge for the proportion of the existing salary or pay obligation to the public officers or employees, including a proportional charge for the services of an

attorney to review the requested public records, for the time spent searching, identifying, physically redacting, copying, or reviewing such records

3. You may now withhold records relating to the nature, location, or function of cybersecurity.

The bill also allows public record custodians to waive or reduce any fee if it would be in the “public interest.” That is, “if disclosure of the public record at issue is likely to contribute to the understanding of the operations or activities of government and is not primarily in the commercial interest of the person requesting such records.”

This change becomes law on July 19, 2024.

LB 43: PERSONAL PRIVACY PROTECTION ACT

The intent of the PPPA is to prohibit state and local governments from requiring any nonprofit organization from providing personal information regarding their donors and, if in possession of personal information, such agency would be prohibited from releasing it.

“Personal information” includes any list, record, register, registry, roll, roster, or other compilation of data that directly or indirectly identifies a person as a member, supporter, or volunteer of, or donor of financial or nonfinancial support to, any nonprofit organization.

“Public agencies” (including schools) cannot:

- Require any individual to provide personal information or otherwise compel the release of personal information
- Require any nonprofit organization to provide personal information or otherwise compel the release of personal information
- Publicize or otherwise publicly disclose personal information without the express permission of every individual who is identifiable from the potential release of such personal, including individuals identifiable as members, supporters, or volunteers of, or donors to, a nonprofit organization; or
- Request or require a current or prospective contractor or grantee to provide a list of nonprofit organizations to which such contractor or grantee has provided financial or nonfinancial support

There are at least 11 exceptions to the Act’s prohibitions, including the Nebraska Accountability and Disclosure Act; a warrant, subpoena, or order;

litigation and court proceedings; criminal history check; and the Auditor of Public Accounts.

An aggrieved person may file a civil court action, and relief may include:

- The greater of actual damages or two thousand five hundred dollars in liquidated damages per violation; and
- Preliminary and other equitable or declaratory relief as may be appropriate.

The Act is effective July 1, 2025.

LB 71: PARENT AND GUARDIAN INVOLVEMENT IN EDUCATION PRACTICES

LB 71 amends the parental involvement statutes in section 79-530 through section 79-533.

The bill places “guardians” and “educational decisionmakers” on equal footing with parents (all of whom we will refer to as “parents” for short). An educational decisionmaker is a person designated or ordered by a court to make educational decisions on behalf of a child. The bill also expands the topics that schools must address in its parental involvement policy, including:

- How the school will provide access concerning activities information; digital materials; websites or applications used for learning; training materials for teachers, administrators, and staff; procedures for the review and approval of training materials, learning materials, and activities.
- How the school will “accommodate” (rather than “handle”) requests to attend and monitor courses, assemblies, counseling sessions, and other instructional activities.
- Under what circumstances parents may ask that their children be excused from learning materials, activities, and guest speaker events.

To the extent practicable, schools must make a reasonable effort to make any learning materials, including original materials, available for inspection upon request.

The policy has always required input from parents at an annual public hearing. The bill clarifies that the public hearing must include a reasonable opportunity for public comment.

The school must adopt this new policy no later than July 1, 2025 and must make the revised policy accessible on its websites by August 1, 2025.

LB 71 gives the Commissioner of Education the authority to take “appropriate remedial action” (including accreditation action) against schools that do not comply with section 79-530 through section 79-533.

LB 198: VERIFICATION OF LAWFUL PRESENCE AND PARTICIPATION IN RETIREMENT SYSTEM

This bill provided clarity for immigration status and eligibility to participate in the retirement system. With the influx of foreign employees coming to Nebraska, NPERS has added requirements for who can and can’t participate. Some previously ineligible employees are now eligible, and all new employees should be evaluated in light of these changes. This law became effective March 19, 2024, so if you haven’t already, be sure to assess whether any current employees are now eligible to participate in school retirement. NPERS has released a Q&A on both major provisions of LB 198 (participation and termination/resumption of employment) that you can access [here](#). They have also issued specific guidance on immigration status and eligibility that you can access [here](#).

LB 198: TERMINATION FROM EMPLOYMENT

For the last several years NPERS and other education stakeholders have worked on updated rules relating to separation of employment and return to service. LB 198 builds upon changes made in 2021 regarding return to substitute service for no more than 8 days per month. In short summary, there will be more clarity and some flexibility for individuals who separate from employment but then elect to return to service if they have not elected to draw retirement or take a distribution. The [Q&A Document](#) from NPERS explains this well, though you should still assess each situation carefully and check with legal counsel and NPERS with questions.

These changes also went into effect March 19, 2024.

LB 299: ISSUING BONDS AND HOLDING ELECTIONS UNDER THE INTERLOCAL COOPERATION ACT

Once upon a time (until February 13, 2024), joint entities created under the Interlocal Cooperation Act by schools and ESUs were able to issue bonds without a vote of the people. LB 299 eliminates that power. Any joint entity created on or after February 13, 2024, that includes a school district or an ESU may not issue any bonds until the question of issuing the bonds is submitted to the voters within each school district or ESU that is part of the joint entity. The bond election may only be held at the statewide primary or general election. [**Query:** What about joint entities created *before* February 13, 2024?]

LB 304: DISCLOSURE OF MEMBERSHIP DUES AND LOBBYING FEES

Does anyone feel like school websites are getting a bit crowded with links to information? Well, here is another one. Schools are now required to publicly disclose the following on their websites:

- Membership dues paid annually to any association or organization, identifying each such association or organization and the dues amounts paid; and
- Fees paid to any individual lobbyist or lobbying firm other than any fees paid for lobbying services that may be included in the membership dues described above.

If you live in the Stone Age and don't have a website, the information described above must be made available upon request to any member of the public at the school's office.

This requirement is effective July 19, 2024

LB 1284: MENSTRUAL PRODUCTS PROVIDED BY SCHOOL DISTRICTS

Beginning in 2025-26 and subject to available appropriations, NDE must develop a pilot program to make menstrual products, including pads and tampons, available to each school district. School districts that receive free menstrual products under the law must ensure that free menstrual products, including pads and tampons, are available in school bathrooms. The Unicameral intends to appropriate up to \$250,000 for this purpose in fiscal year 2025-26. Schools may, but are not required to, adopt a policy for this

issue. KSB does not believe a policy is necessary for this matter and has not developed one. If your district would like such a policy, please contact us.

LB 1329: SCHOOL DISTRICT CLASSIFICATIONS

Class I and Class II school districts are back baby! We can only assume that John Recknor is smiling down upon us! He may even be shouting, "I told you so!"

On January 1, 2025, the commissioner must reclassify any school district to the classification outlined below. The reclassification will be effective immediately.

Class I districts include any school district embracing territory having a population of **fewer than one thousand five hundred inhabitants** that maintains both elementary and high school grades under the direction of a single school board.

Class II districts include any school district embracing territory having a population of **one thousand five hundred or more but fewer than five thousand inhabitants** that maintains both elementary and high school grades under the direction of a single school board.

Class III districts have been redefined to include any school district embracing territory having a **population of five thousand or more but fewer than two hundred thousand inhabitants** that maintains both elementary and high school grades under the direction of a single school board.

And finally, Class IV districts have been redefined to include any school district embracing territory having a **population of two hundred thousand or more inhabitants with a city of the primary class within the territory of the district** that maintains both elementary and high school grades under the direction of a single school board.

LB 1329: COMPULSORY ATTENDANCE ISSUES

Section 79-201 requires every person who has the legal or actual charge or control of a child who is of mandatory attendance age to ensure that the child is enrolled in and regularly attends school. LB 1329 says that the failure to comply with this requirement is a Class III misdemeanor.

Section 79-209 requires all schools to have a written policy on attendance that includes a provision stating the circumstances and number of absences or the hourly equivalent upon which the school shall render “all services” to address barriers to attendance. LB 1329 now requires that the school provide those “services” upon 20 days of absence. Additionally, if the person making the educational decisions for a student is someone other than the person who has legal or actual charge or control of the child, the collaborative plan must include an educational evaluation to determine whether any intellectual, academic, physical, or social-emotional barriers are contributing factors to the lack of attendance if that person agrees to it.

These changes are effective July 19, 2024.

LB 1329: HEALTH AND SAFETY MODIFICATIONS

Section 79-10,110.02 currently allows schools to make a determination that an additional property tax levy (not to exceed three cents per one hundred dollars of taxable valuation) is necessary for a specific abatement project to address an actual or potential environmental hazard, accessibility barrier, life safety code violation, life safety hazard, or mold which exists within one or more existing school buildings or the school grounds of existing school buildings controlled by the school district. LB 1329 now adds “school safety infrastructure concern” to the list of authorized purposes. What is a “school safety infrastructure concern” you ask? Great question. The term is not defined. This change is effective July 19, 2024.

LB 1329: SCHOOL LUNCH DEBTS

The federal school meal program was temporarily expanded due to the COVID-19 pandemic. Since that program expired in 2022, [school lunch debts have risen across the county](#). As a result, many schools struggled with how to collect these debts. [Some school districts decided to use debt collectors to recoup the unpaid debt](#). Many took offense to this activity, including 40 members of the Unicameral. Beginning July 19, 2024, schools may no longer:

- 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
- Assess or collect any interest, fees, or other monetary penalties for outstanding debts on a school lunch or breakfast account of a student at such school district

Our policy that addresses the school lunch program (Policy 3012 - School Meal Program and Meal Charges) does not provide that school lunch debt will be referred to debt collectors. For this reason, there was no need for us to revise our standard policy. However, you may want to review the policy to ensure you did not amend it to allow school lunch debts to be referred to debt collection agencies. If you did, you will need to revise your policy.

LB 1329: REASONABLE LENGTH FOR TRAINING

LB 1329 makes clear that the following required trainings must be of a reasonable amount or reasonable length.

- Section 79-262.01 - training for school employees on behavioral intervention, behavioral management, classroom management, and removal of a student from a classroom in schools.
- 79-2,141 - dating violence training.
- 79-2,145 - any training requirement for minimum school security training.
- 79-2,146 - behavioral and mental health training (with a focus on suicide awareness and prevention)
- 79-3105 - threat assessment training.
- 79-3602 - behavioral awareness training.
- 79-3603 - behavioral awareness point of contact training.

What's reasonable? That's your call.

LB 1402: ESTABLISH EDUCATION SCHOLARSHIPS AND ELIMINATE THE OPPORTUNITY SCHOLARSHIPS ACT

Last session, the Unicameral passed LB 753, thereby creating the Opportunity Scholarship Act or "school choice." The Act established a program to provide scholarships for eligible students to attend qualified privately operated elementary and secondary schools in Nebraska. The scholarships would be funded by cash contributions made to scholarship-granting organizations.

Opponents of the Act gathered enough signatures to place a referendum on the ballot this Fall to attempt to repeal the Act. Senator Linehan, fearing defeat at the polls through the will of the people and being a potentially poor loser and a politician, introduced LB 1402. Thirty-one of her fellow senators, being of the same ilk, voted to pass the bill. This bill eliminates the Act and

creates a new system of funding private schools by cutting out the middleman. Under the new plan, the State Treasurer will establish a program to provide up to \$10 million in scholarships to eligible students to pay the costs associated with attending a qualified school.

The attempt to pass the bill with an emergency clause failed. LB 1402 will become effective July 19, 2024.

Other Bills and Federal Legislation of Interest

FAFSA Reminder

Thanks to LB 705 from last year, beginning in 2024-25, each public high school student must complete and submit to the United States Department of Education a Free Application for Federal Student Aid before graduating from high school unless a parent or legal guardian, the principal or designee, or a student who is 19 or older or emancipated submits an NDE-created declination form. The principal or designee must submit compliance information to the school board and NDE.

Dress Code Reminder

Last year, the Unicameral passed LB 298, requiring schools to adopt a written dress code and groom policy on or before July 1, 2025, to be effective at the start of the 2025-26 school year. This is a reminder that NDE will develop and distribute its model dress code and grooming policy on or before December 1, 2024.

Option Enrollment Reminder

As you may recall, LB 705 (2023) made substantive changes to the option enrollment laws. One of the changes requires each school district to report to NDE specific information relating to all option applications rejected by the option school district. This information must be provided on "forms" prescribed by NDE beginning July 1, 2024, and on or before July 1 every following year. Among other information that must be reported is "(a) the number of applications rejected in each public school in such district, (b) an explanation why each application was rejected, (c) whether each application for option enrollment indicated that the student had an individualized education program under the federal [IDEA] or had been diagnosed with a disability as defined in section 79-1118.01," and (d) whether certain

information regarding priority of applicants in a learning community was provided.

We understand from informal conversations with NDE that it will be gathering this required information through a Consolidated Data Collection (CDC) in the NDE portal beginning July 1, 2024, and ending July 31, 2024. NDE plans indicated that it plans to send out a notification with details about this reporting within the next month. In the meantime, we strongly recommend that you have at least gathered the relevant data so that you can provide it in short order once you have the ability to do so via the NDE portal.

Pregnant Workers Fairness Act (PWFA)

As expected, the EEOC released the final rule for the Pregnant Workers Fairness Act (PWFA) which will go into effect on June 18, 2024. School districts are considered covered entities and are subject to the provisions of the new law. Essentially, school districts will need to engage in an interactive process, very similar to the process utilized under the ADA, to determine reasonable accommodations which may be granted for conditions “related to, affected by, or arising out of pregnancy, childbirth, or a related medical condition.” Similar to the FMLA, a school district employee does not have to use specific words to request an accommodation and begin the interactive process. A school district may deny a request for an accommodation if the accommodation causes an “undue hardship” which is defined as causing significant difficulty or expense. The EEOC gives a list of examples of reasonable accommodations such as: longer or more flexible breaks to eat and drink, providing a stool to sit on, changing uniform or dress code, changing a work schedule, telework, temporary suspension of one or more essential functions of the job, and leave for health care appointments. Additionally, there are a list of modifications which the EEOC has deemed to be reasonable in virtually all cases. Those accommodations include: allowing the employee to carry or keep water near and drink as needed, allowing the employee additional restroom breaks as needed, allowing the employee to sit or stand as needed, and allowing the employee eating and drinking breaks as needed. School districts should be cognizant of this new law and begin implementation in June. KSB has prepared an interactive checklist and flowchart available for purchase to assist school districts with this new law and process. If your District is interested in purchasing the materials, please send an email to ksb@ksbschoollaw.com.

FINAL NOTE: KSB is also tracking and researching several other areas of legislation at the state and federal level, including changes to the minimum salary thresholds under the FLSA, proposed COPPA regulatory changes that may impact how schools use education technology, and others. We'll have more information out on these as it develops.

CONCLUSION

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

6043

Sharing Mapping Data

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

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

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

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

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

Annual Certification or Updates. The district shall annually:

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

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

Adopted on: _____

Revised on: July 8 2023

Reviewed on: _____

6042 Projection Maps

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

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

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

6041
Malcolm X Day Education

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

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

6039 Repeat of Grade at Parent-Guardian Request

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

Students in Kindergarten through Fourth Grade

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

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

Students in Fifth through Twelfth Grade

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

Procedure for Parent Requests for Student Grade Repetition

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

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

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

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

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

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

6036 Reading Instruction and Intervention Services

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

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

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

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

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

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

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

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

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

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

The supplemental reading intervention program may also include:

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

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

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

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

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

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

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

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

5001 Compulsory Attendance and Excessive Absenteeism

Required Attendance

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

Mandatory Attendance Age

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

Exceptions

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

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

Discontinuing Enrollment – 5 Year Old Students

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

Discontinuing Enrollment – 16 and 17 Year Old Students

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

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

Attendance Officer

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

Excused Absences

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

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

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

Proper documentation must be submitted to the office in order for absences to consider "excused".

Excessive Absenteeism

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

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

Making Up Absences

When a student receives 10 absences or the hourly equivalent in any semester for any period, the student shall be required to make up those absences. Absences shall be made up at a rate of 1 period of absences=1 hour of time.

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

6032 Selection and Review of Library Media

The board approves curriculum and curriculum-related materials for the district with input from administrators and staff. Those processes are covered in other board policies. Staff members seeking to procure materials for use during instruction must follow board policy, practices, and directives. Those items are not covered by this policy.

The district procures library books and other media available to students that are not part of a specific class or curriculum. For purposes of this policy, those will be called library materials. This policy addresses the selection and review of library materials, regardless of their source. This policy applies regardless of whether library materials are purchased using district funds, donated, or shared at no cost to the district.

[NOTE TO BE DELETED: ONE OF THESE PARAGRAPHS MUST BE INCLUDED TO COMPLY WITH HB 1197]

OPTION A Protection from Obscenity. The Board has implemented a web filter on its server to limit students' ability to access obscene material on the internet. Further, the Board has implemented the following selection and review processes to limit potential obscene materials that could be located in hard copy format in school libraries.

OPTION B Protection from Obscenity. The district's internet service provider has implemented filters which limit obscene materials from access by users. Further, the Board has implemented the following selection and review processes to limit potential obscene materials that could be located in hard copy format in school libraries.

No Right to Materials. The board supports having excellent educational opportunities for students, including availability of library materials used to enrich the educational experience. However, the board and administration are responsible for considering materials based on a variety of factors and legal obligations. There is no right to force any material to be included or excluded. Staff requesting library materials do so only within the course and scope of their employment with the district.

Selection Process. The selection and approval of new library materials must comply with the district's general requisition, donation, and budgeting

requirements. To ensure materials selected are appropriate for the district's students and consistent with the district's legal obligations, the following process applies to selection of library materials.

[OPTION 1: PRINCIPAL OR SUPERINTENDENT REVIEW] The school librarian, media specialist, or any individual requesting library materials is responsible for submitting the request in writing to the building principal or to superintendent if there is no principal assigned to the building. The request must include the following

1. Name of the book, material, or resource;
2. The author, publisher, and supplier of the material;
3. The physical medium (*i.e.*, book, magazine, video, game, digital subscription, etc.);
4. The cost of the material;
5. A summary of the content of the material, including how it supports age-appropriate learning objectives, enriches the curriculum, and/or supports student development and learning;
6. The material's accolades, such as presence on best seller lists, awards won, and recommendations from professional library journals and organizations with a focus on K-12 school library materials; and
7. Whether any of the content in the material represents a perspective that may not be universal, such as a political, religious, or social perspective for which disagreement or differences of opinion exist. The summary should include a description of these items.

The building principal or superintendent will review the library material request and inform the requester whether the material will be accepted or denied. Materials which require expenditure of district funds will be processed consistently with the district's purchasing and procurement policies and practices. There is no appeal from this determination.

[OPTION 2: COMMITTEE REVIEW] The superintendent will establish a library material review committee on an as-needed basis, consisting of at least one administrator, one teacher, and the librarian or media specialist. If the district has no assigned librarian or media specialist, then the committee will include two administrators and a teacher. The superintendent may appoint any teacher he or she deems appropriate based on availability and expertise related to the requested materials.

The school librarian, media specialist, or any individual requesting inclusion of library materials is responsible for submitting the request in writing to the library material review committee. The request must include the following

1. Name of the book, material, or resource;
2. The author, publisher, and supplier of the material;
3. The physical medium (*i.e.*, book, magazine, video, game, digital subscription, etc.);
4. The cost of the material;
5. A summary of the content of the material, including how it supports age-appropriate learning objectives, enriches the curriculum, and/o supports student development and learning;
6. The material's accolades, such as presence on best seller lists, awards won, and recommendations from professional library journals and organizations with a focus on K-12 school library materials; and
7. Whether any of the content in the material represents a perspective that may not be universal, such as a political, religious, or social perspective for which disagreement or differences of opinion exist. The summary should include a description of these items.

The committee will review the requested materials within the timeframe established by the superintendent. In the event the committee does not agree on a particular request, the administrator makes the final determination. There is no appeal from this determination.

[OPTION 3: BOARD COMMITTEE REVIEW—STRONGLY DISCOURAGED, BUT LAWFUL. UTILIZING THIS METHOD WILL ALLOW APPEALS OF THE COMMITTEE'S DECISION TO STATE COURT]. The school librarian, media specialist, or any individual requesting library materials is responsible for submitting the request in writing to the superintendent. The superintendent will review the request(s) with the curriculum committee of the board, who will make a recommendation to the board for approval or denial of the request.

The request must include the following:

1. Name of the book, material, or resource;
2. The author, publisher, and supplier of the material;
3. The physical medium (*i.e.*, book, magazine, video, game, digital subscription, etc.);
4. The cost of the material;
5. A summary of the content of the material, including how it supports age-appropriate learning objectives, enriches the curriculum, and/o supports student development and learning;
6. The material's accolades, such as presence on best seller lists, awards won, and recommendations from professional library journals and organizations with a focus on K-12 school library materials; and
7. Whether any of the content in the material represents a perspective that may not be universal, such as a political, religious, or social perspective

for which disagreement or differences of opinion exist. The summary should include a description of these items.

There is no appeal from the determination of the board.

Requested Review of Library Materials. A concerned parent of a current student or patron living within the school district boundaries may request the review of a specific library material (*i.e.*, a specific book, magazine, etc.) or portion of a specific library material. The parent or patron must first discuss their concern with the building principal and explain their concern regarding the library material. If there is no principal assigned to that building, the parent or patron should discuss their concern with the superintendent. The board believes most concerns will be resolved in this manner.

[OPTION 1: SUPERINTENDENT REVIEW] If the parent or patron is dissatisfied after the informal review and discussion with the relevant administrator, they may request a review in writing. To request a review, the individual must complete the Library Material Review Request form and submit it to the superintendent.

The superintendent will review the request within a reasonable time after receiving it. The superintendent may consult with the school's librarian or media specialist, staff, and legal counsel at his or her discretion. The superintendent may decide to remove the material, keep the material, restrict access to the material to students based on age or grade level, or make any other determination the superintendent deems appropriate. The superintendent's decision regarding the review will be communicated to the requester in writing.

The decision of the superintendent is final, and the board will not hear any appeal regarding the review of library material.

[OPTION 2: BOARD COMMITTEE REVIEW-STRONGLY DISCOURAGED, BUT LAWFUL. UTILIZING THIS METHOD WILL ALLOW APPEALS OF THE COMMITTEE'S DECISION TO STATE COURT] If the parent or patron is unsatisfied after the informal review and discussion with the relevant administrator, they may request a review in writing. To request a review, the individual must complete the Library Material Review Request form and submit it to the superintendent.

The superintendent will review the request with the board curriculum committee within a reasonable time after receiving it. The committee may consult with or seek input from the school's librarian or media specialist, staff, and legal counsel at its discretion. The committee will make a

recommendation to the board to remove the material, keep the material, restrict access to the material to students based on age or grade level, or make any other determination or recommendation the committee deems appropriate. The board will review the request, consider the committee's recommendation, and make a determination regarding the requested review. The decision regarding the review will be communicated to the requester in writing by the superintendent.

The decision of the board is final, and there is no appeal regarding the review of library material.

NOTE: Each of the rules below is optional. We have added as options the rules limiting complaints to parents of enrolled students and limiting the number of complaints per year. The board should consider each rule and whether it wishes to modify or reject it.

Additional Rules for Library Media Review. The following rules will apply to the entire review procedure:

- This review procedure is limited to children enrolled in the district and to parents of students enrolled in the district.
- Unless the superintendent decides otherwise, the library material will remain in circulation while a review is pending.
- Unless otherwise required by law, no library material will be reviewed again within 5 years after a requested review is completed.
- This policy can only be used by an individual once a year.
- Any parent or patron requesting review of multiple library materials may only request a maximum of 5 materials to be reviewed at one time, and a new request cannot be submitted until the prior review is completed and notice of the determination is provided to the requesting party.
- Nothing in this policy prohibits the superintendent or their designee from reviewing library material outside of the review process contained in this policy and taking any action the superintendent or their designee deems appropriate.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6031 Emergency Exclusion

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

6025

Student Cell Phone and Other Electronic Devices

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

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

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

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

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

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

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

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

administration, be subject to additional discipline, up to and including suspension or expulsion.

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

5052 School Wellness

The school district is committed to providing a school environment that enhances learning and the development of lifelong wellness. The goals outlined in this policy were determined and selected after reviewing and considering evidence-based strategies.¹

Goals for Nutrition Promotion and Education

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

Goals for Physical Activity

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

¹ These strategies include, but are not necessarily limited to, those cited in the Alliance for a Healthier Generation's Model Wellness Policy (Updated 9/2016 to Reflect the USDA Final Rule) found at https://www.healthiergeneration.org/asset/wtqdwu/14-6372_ModelWellnessPolicy.doc.

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

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

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

Local Goals

- The district will continue to educate students in nutrition and will provide more opportunities for families to participate in wellness activities here at school and at home.

- The district will increase its advertisement throughout the district on healthy food and beverage choices for students as well as provide that same information for families.
- The district will increase its awareness of students and their families in physical activities that they can participate in.
- The district will increase the activity of the wellness committee to plan awareness/activities throughout the year for both students, families, and staff to participate in.

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

- The district will ensure that student access to foods and beverages meet federal, state and local laws and guidelines including, but not limited to:
 - USDA National School Lunch and School Breakfast nutrition standards
 - USDA Smart Snacks in School nutrition standards.
- The district will offer students a variety of age-appropriate, healthy food and beverage selections with plenty of fruits, vegetables, and whole grains aimed at meeting the nutrition needs of students within their calorie requirements in order to promote student health and reduce childhood obesity.

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

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

Food and Beverage Marketing

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

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

Public Participation

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

Competitive Foods (Includes Food and Beverages Sold in Vending Machines, School Stores, and Fundraisers)

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

- Applicability. Except as otherwise allowed by the South Dakota Department of Education or applicable law, all competitive foods sold during the school day must meet the USDA Smart Snacks Standards and the nutrition standards found in 7 CFR § 210.11. The competitive food restrictions do not apply to food sold during non-school day hours, weekends, and off-campus fundraising events such as concessions during after-school sporting events, school plays or concerts; or to bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)
- Fundraiser food or beverages are NOT exempt from the USDA Smart Snacks in School nutrition standards. Therefore, if food is sold as a fundraiser:
 - It shall not be sold in competition with school meals in the food service area during the meal service.
 - It shall not be sold or otherwise made available to students anywhere on school premises during the period beginning one half hour prior to the serving period for breakfast and/or lunch and lasting until one half hour after the serving of breakfast and/or lunch.
 - The sale of food items during the school day shall meet the USDA Smart Snacks in School nutrition requirements
 - This restriction does not apply to food sold during non-school hours, weekends, and off-campus fundraising events such as concessions during after-school sporting events, school plays or concerts; or to bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)

Triennial Assessment

The school board shall assess and review this policy at least every three years to determine:

- Compliance with this policy;
- How this policy compares to South Dakota DOE model wellness policies;

- Progress made in attaining the goals of this policy.

The school board will update or modify this policy as appropriate.

Public Notice

The school district will provide notice of this policy at least annually to the public and other stakeholders identified in this policy by one or more of the following methods: on its webpage, in its newsletter, in the student and employee handbooks, newspaper advertisements, direct mailings, electronic mail, and public postings.

The school district will provide notice of the Triennial Assessment and progress reports towards meeting the goals in this policy using one or more of those same methods.

Recordkeeping

The District will retain records to document compliance with the requirements of the wellness policy at its central office.

Operational Responsibility

The superintendent is responsible for coordinating the implementation of this policy and for monitoring the district's progress in meeting the goals established by this policy. The superintendent will periodically report to the board on the district's progress in implementing this policy.

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

5035 Student Discipline

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in this policy and the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, referral to restorative justice practices or services, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

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

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

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

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

Pre-Kindergarten through Second Grade Students

Notwithstanding any other provision of this policy, an elementary school shall not suspend a student in pre-kindergarten through second grade unless the student brings a deadly weapon as defined in section 28-109 on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school

employee or his or her designee, or at a school-sponsored activity or athletic event. As an alternative to suspension, the school district may take any action authorized by law, including those provided in section 79-258.

Makeup Work for Suspended Students

Any student who is suspended must be given an opportunity to complete any classwork and homework missed during the period of suspension, including, but not limited to, examinations ("makeup work"). Any makeup work must be completed and turned in within 2 school days after completion of the suspension. This makeup guideline shall be provided to the student and a parent or guardian at the time of suspension. Suspended students may not be required to attend the school's alternative program for expelled students in order to complete classwork or homework.

Short-Term Suspension

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

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

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An

opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school and shall document such effort in writing. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.

4. Students who are short-term suspended must be given the opportunity to complete classwork and homework missed during the period of suspension, including but not limited to examinations, as provided herein.

Emergency Exclusion

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

Weapons and/or Firearms

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

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

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

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

Consequences - Firearm. Any student who brings a firearm, as that term is defined in 18 United States Code 921, to school will be expelled from school

for one calendar year. The superintendent of schools and the board of education shall have the authority to modify the expulsion requirement on a case-by-case basis.

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

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

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

Long-Term Suspension

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

Expulsion

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

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

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

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

The following conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, subject to the procedural provisions of the Student Discipline Act, NEB. REV. STAT. § 79-254 through 79-296, when

such activity occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event:

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

- 320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
 11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
 - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
 - b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
 - c. Violating school bus rules as set by the school district or district staff;
 - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
 - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
 - f. Possession of pornography, including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
 - g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically), including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
 - h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally

considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/newcomers; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;

- i. Bullying which shall include cyberbullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
- j. Violations of the district's acceptable computer use policy;
- k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- l. Using any object to simulate possession of a weapon;
- m. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation;
- n. Violation of the school's audio and video recording policy; and
- o. Any other violation of any board policy, handbook provision, or rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

1. The decision to recommend discipline shall be made within two school days after learning of the alleged student misconduct. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
 - a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
 - b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
 - c. A statement that, before long-term suspension, expulsion, or mandatory reassignment can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork or;
 - d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
 - e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
 - f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail to the address provided on the form.

3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the time the long-term suspension, expulsion, or mandatory reassignment takes effect.
5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall recommend appointment of a hearing examiner within two school days after receipt of the hearing request. The student or the student's parent or guardian may request designation of a hearing examiner other than the hearing examiner recommended by the superintendent if notice of the request is given to the superintendent within two school days after receipt of the superintendent's recommended appointment. Upon receiving such request, the superintendent must provide one alternative hearing examiner who is not an employee of the school district or otherwise currently under contract with the school district and whose impartiality may not otherwise be reasonably questioned. The student or the student's parent or guardian must, within five school days, select a hearing examiner to conduct the hearing who was recommended or provided as an alternative hearing examiner, and shall notify the superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of such notice.
6. The hearing examiner must, within two school days after being appointed, give written notice to the principal, the student, and the student's parent or guardian of the time and place for the hearing.
7. The hearing shall be held within a period of five school days after appointment of the hearing examiner, but such time may be changed by the hearing examiner for good cause with consent of the parties. No hearing shall be held upon less than two school days' actual notice to the principal, the student, and the student's parent or guardian, except with the consent of all the parties.
8. The principal or legal counsel for the school, the student, and the student's parent, guardian, or representative have the right to receive a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession

of the school board or board of education no later than forty-eight hours prior to the hearing.

9. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing examiner. The hearing will be held according to the requirements of section 79-269. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
10. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

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

Reporting Requirement to Law Enforcement

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

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

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

5026

Acquisition and Administration of Nasal Glucagon

The school district may acquire and maintain nasal glucagon from a prescription prescribed by a licensed health care provider. The prescription will be for use on a student experiencing severe hypoglycemia. If a school district acquires nasal glucagon, it will store the nasal glucagon in a secure location, accessible by the school nurse or other trained employee of the school district, and maintained in accordance with the manufacturer's instructions.

The school nurse or other trained employee of the school district may administer nasal glucagon if a student is experiencing severe hypoglycemia if: (1) the student's parent or guardian has provided documentation to the school, from the student's physician, that the student is diagnosed with diabetes, (2) the student's parent or guardian has consented to the administration of nasal glucagon, and (3) the student's prescribed glucagon is not available onsite or has expired. The Board may authorize an employee, in addition to a school nurse, if applicable, to administer nasal glucagon if the employee completes training provided by a licensed health care provider. The school district will maintain documentation of each employee who is trained and authorized to administer nasal glucagon. The school district and any of its employees, agents, or personnel will not be held liable for any death, injury, or damage that results from the administration or failure to administer nasal glucagon if the action or inaction constitutes ordinary negligence.

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

5008 Pregnant or Parenting Students

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

I. Accommodations Regarding Attendance and Participation

A. Generally

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

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

B. Students with Disabilities

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

C. Title IX

When a student, or a person with a legal right to act on a student's behalf, informs a District employee of the student's pregnancy or related conditions, the District will inform the student of the Title IX Coordinator's contact information. The employee will also inform the

student that the Title IX Coordinator can coordinate actions to prevent sex discrimination and ensure the student's equal access to the District's education program or activity.

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

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

II. Accommodations Regarding Lactation and Breastfeeding

A. Accommodations

1. In order to accommodate lactating and breastfeeding students, the district will provide reasonable opportunities to express breast milk or breastfeed in a place, other than a bathroom, which is shielded from view and free from intrusion from district students, employees, and the public.
2. Students who wish or need to express breast milk on a regular schedule will work with school administrators to create a schedule which accommodates the student's needs while facilitating education to the maximum extent possible.
3. The district will provide a location for students to store expressed breast milk in or near the location designated for students to express milk to create the least amount of disruption to the student's participation in class or activities.

B. Educational Process

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

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

5005 Transportation

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

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

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

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

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

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

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

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

5004 Open Enrollment

Nonresident students and parents may apply for enrollment within the school district. Resident students may also apply for enrollment at an attendance center different from that to which the student is assigned. The school board or its designee will grant nonresident requests for transfer into the district and resident requests within the district unless the transfer would result in an inability to provide a quality educational program.

Criteria for Determining Eligibility. When determining eligibility, the school district will analyze the capacity of the applicable program, class, grade level, and school building. The school district will also consider pupil/teacher ratio. Openly enrolled students may participate in extracurricular activities.

The school district will consider requests in the order received, but will prioritize requests for students who have siblings enrolled in the school district. No student currently under suspension or expulsion from another district may open enroll into the school district.

Requests for Multiple Students in the Same Family. Requests from two or more nonresident students from the same family who reside in the same household will be approved or denied as a unit. The school district will not deny such requests if doing so would result in children in the same household attending different school districts. The school district may deny requests for a student in need of special education services if the school district is unable to provide an appropriate instructional program and facilities, including transportation, regardless of whether the school district accepts a request from a student in the same household.

Request Procedure. The superintendent must receive requests from before the last Friday in September for the Fall semester and before the last Friday in January for the Spring Semester. Approvals occurring after the Fall deadline will take effect the following semester, while approvals after the Spring deadline will take effect the following school year.

These deadlines do not apply if the student is seeking to openly enroll in an alternative school, the student enrolls in another district after the deadline, or the superintendent determines special circumstances exist to justify transfer after the deadline.

Requests must be submitted on the forms attached to this policy. The superintendent will notify the applicant and resident school board of acceptance or denial within five days of making the decision. The applicant can withdraw the request prior to approval with written notification to the superintendent. Once approved, the student is obligated to attend school within the school district unless they apply for another transfer or change residence. Annual reapplication is unnecessary once the school district has approved a request.

Appeals of Requests. A parent, guardian, or student may appeal the decision of the superintendent to the Board of Education. The Board of Education's decision may be appealed in state circuit court.

Requests for Students Receiving Special Education Services. The school district may only grant such transfers if it obtains and reviews copies of all of the student's relevant special education records from the resident district. The school district must also communicate with the student's parent or guardian and representatives from the resident district regarding the student's special education and related service needs prior to accepting a request.

If based on the records review and said communications the school district determines it is able to provide an appropriate instructional program, including transportation, to meet the student's needs, it may accept the request. If the school district is unable to make such a determination, it will convene a meeting of the student's individual education program with representatives from both districts to determine whether the school district can provide an appropriate instructional program if necessary.

The school district may deny a request from a student receiving special education services under the standard eligibility criteria. It may also deny a request if the student's individual education program team (consisting of representatives from both districts) determines the school district is unable to provide an appropriate instructional program., including transportation.

If the school district accepts a request from a student receiving special education services, it is responsible for providing the student a free appropriate public education. If after acceptance of the request the student wishes to return to the original district, it must apply for open enrollment in accordance with that district's policies.

Any request by a student receiving special education services which does not indicate the student is receiving such services is void.

Returning to Resident District. If a student who has open enrolled into the district wishes to return to the resident district, the student must notify both school boards of the student's intent to return no later than August 1.

Transfer Credits. The school district will accept credits for any course completed in any other accredited school district as a result of an accepted transfer request. The school district will only award a diploma to a student who satisfactorily meets its graduation requirements.

Tuition. The school district will charge tuition to any student enrolled under this policy if that student is not entitled to free school privileges under South Dakota law, including those not residing in South Dakota. Tuition will be paid in advance monthly, in an amount to be decided at the annual meeting of the Board of Education in July. Payment in full is due to the central office of the district on or before the first day of classes each semester. The tuition fee may be changed by the board of education prior to any semester with or without notice to the out-of-state student's family or resident school district.

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

5003
Admission of Part-Time Students

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

Placement of Students. Part-time students shall be placed in courses for which they have adequate preparation and which are determined to be educationally appropriate based on criteria that include, but are not limited to the student’s age, achievement test scores, academic record, evaluation by school personnel and any other standards used by the district for the placement of students. Students who are enrolled at least half-time are required to take the same academic achievement tests administered to full-time students.

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

Transportation. Part-time school students are not entitled to transportation or reimbursement for transportation by virtue of their status as part-time students.

Open Enrollment. Students may enroll on a part-time basis pursuant to the school’s open enrollment program.

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

4061

Workplace or Non-Workplace Injuries or Illness and Return to Work

Reporting Workplace Injuries. Staff members who are injured while performing duties or who witness workplace injuries must report them to the superintendent or superintendent's designee as soon as possible after being injured or witnessing an injury. Written notice of the injury must be provided to the District no later than three business days after the injury. The notice of injury submitted by the staff member must include the when, where, and how the injury occurred. Staff members must prepare written statements regarding the injuries they sustained or witnessed when they are asked to do so by the school district. Failure to report a workplace injury as a witness will constitute insubordination and neglect of duty and may result in adverse employment action up to and including termination of employment. Failure to report workplace injuries may also result in delayed or forfeited benefits to which an employee may otherwise be entitled.

Returning to Work after Workplace Injuries or Non-Workplace Injuries or Illness. Staff members whose injuries or illness prevent them from completing any or all of their duties, whether or not incurred at work, may be permitted to continue working or may be offered modified duty positions as required by law or as determined appropriate by the superintendent. This policy does not guarantee a limited or modified assignment during the recovery period unless it is otherwise required by law. The employee may be required to provide a return to work certification or report from their treating physician which delineates any restrictions, modifications, or accommodations needed to allow the employee to perform the essential functions of their position.

Termination After Workplace Injuries or Illness. Unless otherwise covered in an individual employment contract, employees may be terminated after suffering a workplace injury or illness when the district has a legitimate, nondiscriminatory reason for doing so. Such reasons include but are not limited to:

- Necessity to fill the position to maintain continuous services as required by law or district policy or standards;
- Performance deficiencies of the employee unrelated to the injury or illness;
- Unavailability of substitute or replacement employees;
- When the absence will negatively impact students' educational experience or opportunities; or
- Any other reason not otherwise prohibited by law.

The district may make such employment determinations regardless of whether the employee has returned to work and regardless of whether a medical professional has certified that the employee has reached maximum medical improvement. In the event the injury or illness lasts beyond the amount of leave time provided by the district and by the Family Medical Leave Act, which is generally no greater than 12 weeks, the employee may be terminated even if the employee remains eligible for Workers' Compensation under state law or short or long-term disability under a policy available through the district. In no event will an employee be terminated as retaliation for filing a Workers' Compensation claim.

Termination After Non-Workplace Injuries. Unless otherwise covered in an individual employment contract or prohibited by law, employees who are unable to perform any of the essential functions of their positions with reasonable accommodation(s) due to injury or illness occurring outside of the workplace may be terminated. The employee's position or a similar position will be held open only as required by law, such as the Family Medical Leave Act.

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

OPTIONAL. DO NOT INCLUDE THIS POLICY IF YOU HAVE A GRIEVANCE PROCEDURE IN YOUR NEGOTIATED AGREEMENT. ALMOST EVERY SCHOOL IN SD HAS ONE IN THE AGREEMENT, SO IT'S UNLIKELY THIS POLICY IS NECESSARY.

4013 Grievance Procedure

Definition of Grievance. A grievance is an allegation by an employee or group of employees that there has been a violation of a provision of the negotiated agreement or a policy of the board of education.

Procedural Steps. The procedure for handling grievances is as set forth below.

Step 1 - Oral Notice to Principal. The grievant shall initiate the grievance by presenting it to his or her principal or immediate supervisor within seven (7) days from the date that the grievant knew or should have known of the incident giving rise to the grievance.

Step 2 - Written Grievance to the Principal. If the grievance is not resolved to the satisfaction of the grievant within five (5) days of the meeting with the principal, the grievant representative may present the grievance in writing to the principal.

The principal shall schedule a meeting within three (3) days of receipt of the written grievance to discuss the elements of the grievance. The principal shall submit his or her determination in writing to the grievant within five (5) days of the meeting.

Step 3 - Written Appeal to the Superintendent of Schools. If the determination of the principal is not satisfactory to the grievant, the grievant may appeal it to the superintendent of schools or his or her designated representative. Said appeal shall be presented, in writing, to the office of the superintendent of schools within five (5) days of receipt of the principal's determination.

The superintendent of schools or a designee shall hold a formal meeting within seven (7) days of receiving the written appeal. The superintendent of schools or a designated representative shall make a written determination regarding the grievance within five (5) days of the date of the meeting.

Step 4 - Appeal to the Board of Education. If the determination of the superintendent of schools is not satisfactory to the grievant, the grievant may appeal it to the board within five (5) days of receipt of the superintendent's decision. The board shall hear the grievance within thirty (30) days in open or closed session in accordance with the law. The board shall notify the grievant of its decision within five (5) days of hearing the grievance.

Written Presentation. All grievances presented at Step 2 and subsequent steps of the procedure shall set forth in writing all facts giving rise to the grievance, the provision(s) of the Agreement or policy alleged to have been violated, the names of the grievant(s), the names of all witnesses, and the remedy sought by the grievant. All grievances at Step 2 and appeals at Step 3 and Step 4 shall be signed and dated by the aggrieved employee. All written answers submitted by the district shall be signed and dated by the appropriate district representative.

Grievance Meetings or Hearings. All meetings and hearings conducted under this procedure up to and including Step 3 shall be conducted in private and shall include only the administration's representatives, the grievant, the grievant's representatives, and witnesses as necessary.

Association Representation. A grievant shall have the right to have an Association representative present to represent the grievant at each level of the grievance procedure.

Reprisals. No reprisals of any kind shall be taken against any employee who uses this grievance procedure in good faith.

Withdrawal of a Grievance. A grievant may withdraw his or her grievance at any level of the procedure without fear of reprisal from any party.

Advanced Step Filing. A grievance shall be filed initially at the level at which the decision resulting in the grievance was made.

Time Limitations. Time limitations herein are critical. All references to days are to calendar days. No grievance shall be accepted by the district unless it is submitted or appealed within the time limits set forth in this Agreement. If at any time during the grievance process, it is

discovered that the grievance was not filed or appealed in a timely manner, the grievance shall be dismissed. If the grievance is not submitted in a timely manner at Step 1 or Step 2, it shall be deemed to be waived. If the grievance is not appealed to Step 3 in a timely manner, it shall be deemed to have been settled in accordance with the district's Step 2 determination. If the district fails to answer within the time limits set forth in this Agreement, the grievance shall automatically proceed to the next step.

When the deadline for taking an action falls on a Saturday, a Sunday or a legal holiday, the time for taking the action shall be extended to the next working day.

Requirement to Grieve. This grievance procedure is not discretionary and cannot be waived except through the express written consent of the board. No administrator or board member, individually, has the authority to waive the requirements of this procedure. Any grievance covered by this procedure but not raised pursuant to the requirements herein, including any grievance abandoned, will be forfeited.

Bad Faith or Serial Filings. The purpose of the grievance procedure is to resolve complaints and grievances regarding covered matters at the lowest level possible within the chain of command. Grievances filed without any intention to attempt to resolve the issues raised; for the purpose of adding administrative burden; or for purposes inconsistent with the professional obligations of district staff members may be dismissed by the superintendent without providing final resolution other than noting the dismissal on a basis in this section.

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

NOTE TO BE DELETED: THIS POLICY IS FOR ALL CLASS III SCHOOL DISTRICTS AND CLASS I AND II SCHOOL DISTRICTS THAT HAVE DECIDED NOT TO ALLOW EMPLOYEES AND CONTRACTORS TO CARRY FIREARMS ON SCHOOL GROUNDS.

3060 Firearms and Weapons for Non-Students

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

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

Exceptions Regarding Firearms. The prohibition against firearms does not apply to:

1. The issuance of firearms to or possession by members of the armed forces of the United States, active or reserve, National Guard of this State, or Reserve Officers' Training Corps or peace officers or other duly authorized law enforcement officers when on duty or training;
2. The possession of firearms by peace officers or other duly authorized law enforcement officers

The carrying of firearms by qualified law enforcement officers or qualified retired law enforcement officers carrying pursuant to 18 U.S.C. 926B or 926C, respectively, as such sections existed on January 1, 2023

3. Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;

4. Firearms which may lawfully be possessed by a person for the purpose of using them, with the approval of the school, in a historical reenactment, in a hunter education program, or as part of an honor guard;
5. Firearms contained within a private vehicle ***operated by a nonstudent adult*** that are not loaded ***and*** are enclosed in a case or are in a locked firearm rack that is on a motor vehicle; or
6. A handgun carried as a concealed handgun by a nonstudent other than a minor or prohibited person in a vehicle or on his or her person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked 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, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area.

Consequences. In the event a person violates this policy, the school may:

- Make a report to law enforcement;
- Ban any violator from school grounds, school vehicles, or school events for any time period it deems appropriate; and/or
- Take any other action allowed by law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4059
Suicide Awareness and Prevention Training

Prior to starting employment at a school district and every five years after the start of employment, all certified school employees are required to complete an approved youth suicide awareness and prevention training that is at least one hour long. A certificate of completion must be submitted to the school district. The school district will retain the certificates as part of documentation for accreditation. Failure to complete this training may subject the employee to employment-related discipline.

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

4053 Conflict of Interest

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

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

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

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

3. Employing Members of the Immediate Family.

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

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

- a. Except as provided below, an employee shall not authorize the use of school district personnel, property, resources, or funds for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
 - b. This does not prohibit an employee from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
 - c. This does not prohibit an employee from discussing and voting upon a resolution supporting or opposing a ballot question.
 - d. This does not prohibit an employee under the direct supervision of a public official from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.
 - e. An employee may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the school district. However, this shall not be done during a time that the individual is engaged in his or her official duties.
6. Additional Procedures Applicable to Employees With An Annual Salary and Benefits of More than \$150,000 Per Year
- a. Staff whose annual salary and benefits exceed one hundred fifty thousand dollars should assess whether they have a conflict of interest before taking any action or making any decision.
 - b. Employees have a conflict of interest pursuant to this subdivision of the policy when their actions or decisions may cause financial benefit or detriment to themselves, a business with which they are associated or a member of their immediate family.

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

Adopted on: _____
Revised on: July 8, 2024
Reviewed on: _____

4037 Reduction In Force

The board of education may determine that a reduction in force of certified staff members is appropriate due to declining enrollment in a grade or grades, changes in financial support, changes in curricular programs, a decline in the taxable value of property located within the school district, increased costs of operating the school district, or another change or changes in circumstances.

If the board, in its sole discretion, determines that a reduction of staff is necessary, the superintendent shall notify those employees whose contracts may be reduced by April 15. The Board will notify the education association of a possible Reduction in Force, and may consider the association's recommendations if they are received within 14 days of the issuance of the notice.

Criteria for Reduction in Force. The criteria set forth below shall be considered in selecting the personnel to be reduced. The criteria are not listed in any order of priority, and shall be given the weight that the board considers appropriate.

- Programs to be offered;
- Areas of endorsement that are of present or future value to the district. This criterion shall be based upon the endorsement(s) shown on each teacher's Teaching Certificate;
- Years of professional experience;
- Years of service in the District;
- State and federal laws or regulations that may mandate certain employment practices;
- Involvement in the programs and activities sponsored by the school district;
- Special or advanced training consisting of college credit or other training that would be of present or future value to the district;
- The organizational and educational effect caused by multiple part-time certified employees;
- Formal and informal evaluation of staff performance by supervising administrators and if evaluations will be used as a criterion for a given reduction-in-force, the evaluation procedures shall be those adopted by board policy in effect at

the time of the reduction and the evaluation forms shall be those on file with the South Dakota Department of Education for the district;

- Any other reasons that are rationally related to the instruction in or administration of the school district.

Rights of Recall. Any certified employee whose contract has been terminated shall be considered to have been dismissed with honor and shall, upon request, be provided a letter to that effect. Such employee shall have preferred rights to re-employment for a period of 24 months commencing at the end of the contract year, and the employee shall be recalled on the basis of length of service to the district to any position that he or she is qualified to teach by endorsement or college preparation.

Upon re-employment, a recalled employee shall be placed on the salary schedule and provided fringe benefits based on existing district policies and the current negotiated agreement. Any year of years of absence from employment shall not be considered as a year or years of employment by the district. An employee under contract to another education institution may waive recall, but such waiver shall not deprive the employee of his or her right to subsequent recall.

Address Records. A certified employee whose employment contract has been terminated because of a reduction in force shall, during the period which he or she is eligible for recall, be responsible for reporting any change of address to the superintendent of schools.

If there is a vacancy to which a former employee has a right of recall, the district may communicate an offer of re-employment by telephone, by e-mail, or by United States mail sent to the former employee's last known address. If the school district does not receive written acceptance of the offer within seven days, the former employee shall be deemed to have waived his or her rights to be recalled to the employment position.

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

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

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

I. Qualifying for Leave

A. Qualified Employees

1. To be eligible for ***unpaid*** leave under this policy, an employee must:
 - a. Make the request for leave at a time when the school district employs 50 or more workers;
 - b. Have been working for the school district for at least 12 months prior to the request; and
 - c. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.
2. The applicable 12-month period for computing an employee's entitlement to FMLA leave shall be "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.
3. Employees ineligible for FMLA leave for any reason may be eligible for leave under the Nebraska Family Military Leave Act and should consult policy 4011.1.

B. Qualified Circumstances Necessitating Leave

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

2. The school district will grant an eligible employee who is the spouse, son, daughter, parent or next of kin of a Covered Servicemember a total of 26 workweeks of **unpaid** leave during a 12-month period to care for the service member as permitted under the FMLA. The leave described in this paragraph shall only be available during a single 12-month period.

For purposes of this provision and this policy, "Covered Servicemember" includes both Military Members and covered Veterans, so long as the covered Veteran was discharged or released under conditions other than dishonorable at any

time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran.

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

C. Limitations on Leave

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

this reason and one of the three reasons described in paragraph I(C)(2)(a). If the leave taken by the husband and wife includes leave described in paragraph I(C)(2)(a), the limitation in paragraph I(C)(2)(a) shall apply to the leave described in I(C)(2)(a).

D. Qualifying Notice and Certification

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

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

released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness; and

6. Periodic reports during leave, at a frequency reasonably requested by the superintendent, regarding the employee's status and intent to return to work.

E. Scheduling Leave

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

II. Relationship with District During Leave

A. Leave to Be Unpaid

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

B. Substitution of Paid Leave

1. The school district requires employees to substitute any accrued paid vacation leave, paid personal leave, paid family leave, paid medical leave or paid sick leave for FMLA leave. However, nothing in this policy shall require the school district to provide paid sick or medical leave in any situation in which the school district would not normally provide such paid leave.
2. If an employee uses paid leave under circumstances which do not qualify as FMLA leave, the leave will not count against the

number of workweeks of FMLA leave to which the employee is entitled.

3. Any paid leave which is substituted for FMLA leave will be subtracted from the number of workweeks of unpaid leave provided by the FMLA and this policy.

C. Group Health Plan Benefits

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

D. Intermittent or Reduced-Schedule Leave

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

intermittently or on a reduced-leave schedule when medically necessary.

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

of intermittently, for the entire period or to transfer to an available alternative position within the school system that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave.

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

III. Return from Leave

A. Restoration to Position

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

employee would have been entitled had the employee not taken leave.

B. Denial of Restoration

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

C. Failure to Return from Leave

If an employee fails to return from FMLA leave after the period of leave to which the employee is entitled has expired, the employee shall reimburse the district for any premiums the employer paid for maintaining health insurance coverage for the employee during the employee's FMLA leave unless the reason the employee does not return is due to: (1) the

continuation, recurrence, or onset of the serious health condition which entitled the employee to FMLA leave and the employee provides the district with sufficient certification from the proper health care provider of such continuation, recurrence, or onset of the serious health condition or (2) other circumstances beyond the employee's control.

IV. Notice to Employees

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

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

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

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

3058 Audio and Video Recording

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

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

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

Recordings Made by Parents/Guardians and Patrons. Parents/guardians and patrons may make recordings of school activities in a non-disruptive manner including things like athletic contests and school board meetings to the extent permitted by law unless otherwise lawfully restricted by the administration. Parents/guardians or patrons may not make recordings if they are volunteering or visiting school during the school day without permission of the administration or supervising staff member and subject to this policy, such as recording their child's classroom activities or recess. Parents may not record meetings with administrators or staff, including meetings related to a student's IEP or 504 plan. Violation of this policy will result in immediate termination of any meeting that is being recorded and may be grounds for exclusion from school property, loss of volunteer privileges, or other restrictions deemed appropriate by the administration.

Recordings Made by Staff. Staff members may make recordings of classroom instruction, student behavior or performance, and school activities

without prior administrative approval only for legitimate educational purposes. Staff members may not make secret recordings while on duty, even if those recordings do not violate state or federal criminal or privacy laws. Staff members who violate this provision may be subject to consequences up to termination for classified staff and cancellation of contract for certificated staff.

Recordings Made by Students. This policy applies to students during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event. Students may make recordings of school activities in a non-disruptive manner including things like athletic contests and other extracurricular performances to the extent permitted by law. Students generally are not permitted to record classroom instruction or members of the school community during the school day without the express consent of a staff member or as required by the student’s education plan. Student use of assistive technology that has the capacity to record and/or transmit recordings (e.g. AngelSense) must be approved by the student’s education team or administration. Students remain subject to all other district policies and rules. In no event shall recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

3032 Fees for School District Records

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

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

- Black and white letter or legal-sized photocopies: No charge for the first 10 copies; 2 cents for each copied page thereafter.
- Computer data printouts: No charge for the first 10 pages; 2 cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

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

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

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

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

- For photocopies, actual added costs may include a reasonably apportioned cost of the supplies, such as paper, toner, other equipment used in preparing the copies, and any additional payment obligation for the time of contractors necessarily incurred to comply with the copy request.

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

The fee schedule for public records copies is as follows:

- Black and white letter or legal-sized photocopies: No charge for the first 10 copies; 2 cents for each copied page thereafter.
- Computer data printouts: No charge for the first 10 pages; 2 cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

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

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

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

3057 Title IX

Nondiscrimination. The school district does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates including in admission and employment. Inquiries about Title IX may be referred to the school district's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. The school district's Title IX Coordinator may be contacted at Title IX Coordinator, **Bryce Jorgenson, bryce.jorgenson@sveagles.org, (308)868-2222**. The school district's nondiscrimination policy and grievance procedures are included this policy, or can be accessed at: www.sveagles.org. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator.

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

The school district prohibits sex discrimination in any education program or activity that it operates and individuals may report concerns or questions to the Title IX Coordinator. The school district's Title IX policy, notice, and other information may be accessed at the following link: www.sveagles.org

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

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

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

Complaint means an oral or written request to the school district that objectively can be understood as a request for the school district to investigate and make a determination about alleged sex discrimination under Title IX.

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

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

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

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

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

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

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

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

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

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

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

Dating violence meaning violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length and type of relationship and the frequency of interaction between the persons involved in the relationship;

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

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

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

Response to Sex-based Harassment.

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

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

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

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

Supportive Measures. The school district will provide supportive measures, as appropriate, in cases involving sex-based harassment. These measures may include but are not limited to: counseling; extending deadlines; increased supervision; no-contact directives; leaves of absence;

changes in class, work, or activities, regardless of whether there is a comparable alternative; and training and education programs related to sex-based harassment. Supportive measures may be continued, modified, or discontinued at the conclusion of any grievance process. Supportive measures will not be disclosed to anyone other than the person to whom they apply and others, including school officials, who need to know the supportive measures to implement them.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Major Stage	Target Duration (calendar days)
Completion of the school district’s decision whether to dismiss or investigate a complaint of sex discrimination	1-15
Investigation	1-30
Determination	1-30

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

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

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

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

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

Generally relevant evidence is permissible, but does not include:

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

Determining Whether Sex Discrimination Occurred. The school district will:

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

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

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

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

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

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

Appeal. The school district will provide the parties the opportunity to appeal the decisionmaker's written determination or a dismissal of a complaint, on the grounds identified below. The school district will implement appeal procedures equally for the parties, including a reasonable and equal opportunity to make a statement in support of or challenging the outcome being appealed. Appeals under Title IX, like other comparable proceedings, will be handled consistent with the school district's general complaint policy.

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

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

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

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

Disciplinary Sanctions and Remedies. If it is determined that sex-based harassment occurred, the school district may impose disciplinary sanctions that may include suspension, expulsion, mandatory reassignment, adverse employment action up to and including termination, or any other actions regarding student behavior that are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include counseling of students, parent conferences, referral to restorative justice practices or services, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation.

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

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

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

Adopted on: _____

Reviewed on: July 8, 2024

Revised on: _____

3053 Nondiscrimination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted on: _____
Revised on: July 8, 2024
Reviewed on: _____

**NOTE TO DELETE: REVIEW ALL OPTIONS AND DELETE UNUSED
OPTIONS AFTER DECISION**

3038

Possession of Firearms by District Patrons

OPTION A-BLANKET PROHIBITION

It is the official policy of the school district that no firearms are allowed on school property. Anyone found in possession of a firearm on school property will be considered a trespasser, and the District will contact law enforcement to have the person removed.

Employees. No district employee will knowingly allow anyone to possess a firearm on school property. Any employee who violates this prohibition will be subjected to discipline, up to and including termination.

Exceptions. This policy does not apply to law enforcement officers **[OPTIONAL LANGUAGE]** or the usages described in SDCL 13-32-7.

OPTION B-SCHOOL SENTINEL

It is the general policy of the school district that no firearms are allowed on school property, except as specifically allowed by this policy. Anyone found in possession of a firearm on school property without complying with this policy will be considered a trespasser, and the District will contact law enforcement to have the person removed.

School Sentinel Training Required. If any individual wishes to possess firearms on school property, that person must complete all the requirements under South Dakota law required to become a school sentinel as described in South Dakota Law. The District granting such permission to a person completing the training does not constitute the creation of a school sentinel program, and any individual granted permission will not be considered an agent of the school district in any way.

Training Requirements. To obtain permission under this policy, the individual must undergo at least 80 hours of training in the following subject areas.

- Firearms proficiency
- Use of force
- Legal aspects
- Weapons retention
- Identifying protocol for identifying sentinel
- First aid

The individual seeking permission must also:

- Be a citizen of the United States;
- Be at least 21 years of age at time of appointment;
- Have fingerprints taken by a qualified law enforcement officer;
- Have good moral character;
- Be a graduate of an accredited high school or has a high school equivalency certificate acceptable to the commission;
- Be examined by a licensed physician who certifies, on forms prescribed by the commission, that the applicant is able to perform the duties of a school sentinel;
- Be interviewed in person by the school board or its designee and approved by the school board to apply to the school sentinel basic training course;
- Receive written approval to apply to the school sentinel basic training course by all local law enforcement agencies with jurisdiction over the school premises in which the individual will act as a school sentinel;
- Affirm that he or she has not unlawfully used any prescribed drug, controlled substance, or marijuana within one year before the time of application for training; and
- Hold a valid concealed weapons permit.

OPTION C-ADMINISTRATIVE DISCRETION

It is the general policy of the school district that no firearms are allowed on school property, except as specifically allowed by this policy. Anyone found in possession of a firearm on school property without obtaining permission in accordance with this policy will be considered a trespasser, and the District will contact law enforcement to have the person removed.

Law Enforcement. This policy does not apply to law enforcement officers.

Procedure. Any person, other than members of law enforcement, who wishes to possess a firearm on school property must obtain permission from a building principal via written request signed by the individual seeking permission.

When considering whether to allow an individual to possess a firearm on school grounds, principals will demand documentation to inform their decision. The patron must produce: **NOTE TO BE DELETED: These documents can be listed in either place-those required in every instance or those that may be demanded by the principal but are not required in every instance. These lists are not exhaustive and Boards can require administration to demand other documents if they wish]**

- A permit to carry concealed firearms;
- Evidence of a criminal background check (provided by the individual seeking permission)

District principals are authorized to require further documentation as they see fit, including but not limited to:

- A personal statement justifying possession;
- Letters of recommendation regarding the individual's character and fitness to possess a firearm;
- Documentation illustrating experience with emergency response scenarios;
- A statement by a licensed physician that the individual is in good mental health;
- Documentation from previous service in the armed forces;
- Or any other documentation deemed relevant by the principal.

Refusal to comply with these procedures will result in a denial of permission to possess a firearm on school property.

Notification. Any district administrator who grants **[OPTIONAL LANGUAGE]** or refuses to grant permission under this policy is required to inform the Superintendent of their decision within 24 hours. The principal will also maintain a list of each person granted permission and share that list with law enforcement each time someone is granted permission. The Superintendent is specifically authorized to overturn the previous decision without further process or communication with the patron. The Superintendent will then inform the patron in writing of the revocation of permission. **[OPTIONAL LANGUAGE]** The Board will not consider complaints regarding revocations or denials of permission under its general complaint policy and the final authority on permission resides with the Superintendent.

[OPTIONAL LANGUAGE] Check-In Procedure. An individual granted permission under this policy is required to check-in with district administration each time they enter school grounds, regardless of if school is in session. This check-in may be done by sign-in at the main office or by contacting a district administrator directly. Failure to do so may result in revocation of permission.

No Entitlement to Possession. Possession of a firearm on District property with District permission is purely a privilege - not a right. Once granted, District permission may be revoked at any time and for any reason.

Any individual with information pertaining to an individual's fitness for permission under this policy is encouraged to share their concerns with district administration.

3031

Use of School Name and Logo

No person or organization is permitted to use the District's name, school name's, marks, logos, and mascot without prior written permission from the Superintendent. The Superintendent may revoke prior approval for the use of the District's names and symbols at any time.

Adopted on: July 8, 2024

Revised on: _____

Reviewed on: _____

3019 Sale or Disposal of School Property

In selling school property, whether real or personal, the board of education shall be mindful of its financial obligation to the taxpayers of the school district.

If the board determines that property shall be sold, the board will conduct an appraisal prior to placing the property for sale. The appraisal may be accomplished by three property owners in the District or by a licensed appraiser. Appraisal is not required if:

- the property is to be transferred to a political subdivision such as a municipality, county, sanitary district, improvement district, or irrigation district;
- the property is to be traded for other property;
- the property was created as a result of the District's educational program;
- the property is valued at \$2,500 or less.

If appraisal is not required due to an exception above, the District can dispose of the property however it finds appropriate. If no exception applies, the District will solicit bids as described in this policy.

Advertising

The District will publish notice of the sale twice in its designated newspaper. The first notice must be at least ten days out from the opening of the bids. The notice must describe

- the property to be sold;
- when the bids will be opened;
- and whether the bids will be opened in a regular board meeting or in front of a designated official prior to a regular board meeting.

Bid Opening

Bids must be sealed and filed with the Business Manager. The District may reject all bids if it so chooses, but it must select the highest bid if any bid is to be chosen. If no bids are received, the District may have the surplus property reappraised or may sell the property at private sale for not less than ninety percent of the appraised value without further publication or appraisal. This sale must take place within twelve months of the date of the bid opening.

If the property to be sold was created as a result of the District's educational

program, the District may accept the highest bid or it may reject all bids and may sell the property at private sale without further publication.

Public Auction

The District can choose to sell property at public auction in lieu of sealed bids. The District must advertise the auction as it would for a bid opening. Board members or district administrators may only purchase the property if the public auction option is used.

Sale Proceeds

Sale proceeds can be deposited into the District’s general fund, the capital outlay, or any other fund where the property was previously inventoried.

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

3017
Official Communication with the Public

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

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

3004.1 Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

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

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

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

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

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

B. Methods of Purchasing

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

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

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

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

2. Purchases between \$10,000 and \$250,000 (Simplified Acquisition)

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

3. Purchases Over \$250,000

a) Sealed Bids (Formal Advertising)

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

b) Contract/Price Analysis

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

4. Noncompetitive Proposals (Sole Sourcing)

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

5. Competitive Proposals

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

C. Use of Purchase (Debit & Credit) Cards

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

D. Federal Procurement System Standards

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

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

E. Debarment and Suspension

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

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

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

F. Settlements of Issues Arising Out of Procurements

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

III. Conflict of Interest and Code of Conduct

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

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

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

C. Favors and Gifts

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

D. Enforcement

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

IV. Property Management Systems

A. Property Classifications

- 1.** Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000.

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

B. Inventory Procedure

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

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

C. Inventory Records

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

1. Serial number;

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

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

D. Physical Inventory

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

E. Maintenance

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

F. Lost or Stolen Items

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

G. Use of Equipment

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

H. Disposal of Equipment

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

If the item has a current fair market value of \$10,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency or pass-through entity.

I. Equipment Retention

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

J. Equipment and Capital Expenditures

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

K. Depreciation

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

V. Financial Management

A. Identification

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

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

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

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

E. Budget Control

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

F. Payment Methods

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

quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

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

G. Allowability of Costs

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

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

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

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

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

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

I. Cost Sharing or Matching

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

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

J. Documentation of Personnel Expenses

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

K. Travel Costs

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

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

In addition, all travel expenses funded with federal grant funds must be preapproved by the District's Business Manager. The state per diem rates for lodging shall be used to determine that maximum amount charged to a federal grant. For reimbursement of meals, the per diem rate and rules set by the State of South Dakota through administrative rule 5:01:02:14 will apply.

There will be no reimbursement for breakfast if the staff member's lodging provides continental breakfast at no cost. For reimbursement for mileage or fuel, the State of South Dakota mileage rate will apply. If a District-owned vehicle is available for travel, the District-owned vehicle must be utilized unless preapproved by the Business Manager. All expenditures claimed by staff must include receipts and a completed voucher.

VI. Written Compensation Policies

A. Time and Effort Standards

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

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

B. Time and Effort Procedures

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

C. Fringe Benefits

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

D. Leave

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

E. Unexpected or Extraordinary Circumstances

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

F. Documentation for Personnel Expenses

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

VII. Other Contract Matters

A. Required Terms

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

B. Contracting with Certain Vendors and Buy American

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

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

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

C. Record Keeping

1. Record Retention

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

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

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

2. Maintenance of Procurement Records

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

D. Privacy

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

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

3003.1
Bidding for Public Improvements Financed with Federal Funds

I. Applicability of the Policy

This policy applies only to construction and contracts undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR or other applicable federal law, the mandatory provisions of the laws shall control. The District will also comply with the requirements of South Dakota public bidding law. In addition, all procurement and construction shall comply with the rules and requirements of 2 CFR part 200.317 through 200.326 and 34 CFR sections 75.601 through 75.615. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

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

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

III. Construction Projects with an Anticipated Cost of Under

\$250,000

A. Methods of Bidding/Soliciting Quotations or Estimates

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

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

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

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

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

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

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

Pursuant to South Dakota law, construction projects which have an anticipated aggregate cost of \$100,000 or more are subject to state public bidding requirements. The board will follow its standard policy on bidding and contracts for construction projects financed with federal funds which have an anticipated aggregate cost of between \$100,000

and \$250,000.

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

- A. Sealed Bids: All constructions projects subject to this policy with an anticipated cost of \$250,000 or more will be publicly solicited using the sealed bid method
1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publicly advertised;
 2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
 3. Sealed bids will be publicly opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.
 4. The contract will be awarded to the lowest responsive and responsible bidder.
 - a) Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.
 - b) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
 - c) Any or all bids may be rejected if there is a sound documented reason.
 5. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past

performance, and other relevant factors.

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

B. Advertising for Bids

1. The superintendent or designee will arrange to advertise for bids by publishing notice in any newspaper of general circulation within the school district at least ten calendar days prior to the date on which bids are due. The advertisement must include the approximate cost of the publication and that the notice may be viewed free of charge on a statewide public notice website.
2. Nothing shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

C. Bid Documents

1. The bid documents shall identify the day upon which the bids shall be returned, received, or opened and shall identify the hour at which the bids will close or be received or opened.
2. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.
3. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.
4. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.
5. Sealed bids will be opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.
6. Bids will be reviewed by the Superintendent and/or designee

and submitted to the board for approval.

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.
 8. The board will generally complete its review of bids and select a vendor within 30 days of bid submission.
- D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.

V. Other Contract Matters

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

C. Full and Open Competition

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

D. Debarment and Suspension

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

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

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

E. Settlements of Issues Arising Out of Contract

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

F. Record Keeping

1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.
- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). South Dakota law requires retention of successful bids for five past the expiration of the contract's term. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
- c) Records will be destroyed in compliance with the state law and the South Dakota Local School Records Retention and Destruction Schedule.

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

- a) The District must maintain records sufficient to detail the history of all construction projects financed with federal funds. These records will include, but are not necessarily limited to the following: rationale for the method of construction, selection of contract type,

contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

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

VI. Conflict of Interest and Code of Conduct

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

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

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

C. Favors and Gifts

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

D. Enforcement

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

VII. Financial Management

A. Identification

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

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

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

E. Budget Control

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

F. Payment Methods

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

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

G. Allowability of Costs

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

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

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

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

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

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

I. Cost Sharing or Matching

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

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

J. Documentation of Personnel Expenses

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

VIII. Other Contract Matters

Required Terms

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

Contracting with Certain Vendors

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

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

Record Keeping

Record Retention

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

The U.S. Department of Education is authorized to recover

any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). The Records Retention and Destruction Schedule of the South Dakota Bureau of Administration Records Management Program requires the District to maintain records regarding federal awards for a minimum of five (5) years. Consequently, the District shall retain records for a minimum of five (5) years from the date on which the final Close Out Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

Maintenance of Procurement Records

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

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

Privacy

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

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

2008 Meetings

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

1. Types of Meetings

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

2. Notice

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

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

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

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the

minutes of the meeting, and any formal action taken in such meeting shall pertain only to the emergency. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public no later than the end of the next regular business day.

3. Weather Delays

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

4. Minutes

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

Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

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

I. Applicability of the Policy

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

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$109,000, the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. §§ 13-2901 through 13-2914), energy financing contracts (NEB. REV. STAT. §§ 66-1062 through 66-1066), other applicable state laws, and the board's general policy on Bidding for Construction and Related Projects. In addition, all procurement and construction shall comply with the rules and requirements of 2 CFR part 200.317 through 200.326 and 34 CFR sections 75.601 through 75.615. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

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

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

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

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

A. Methods of Bidding/Soliciting Quotations or Estimates

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

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

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

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

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

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

B. Construction Projects with an estimated cost of between \$109,000 and \$249,999 will be made pursuant to the District's Policy on Bid Letting and Contracts.

Pursuant to Nebraska law, construction projects which have an

anticipated aggregate cost of \$109,000 or more are subject to state public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106). The board will follow its standard policy on bid letting and contracts for construction projects financed with federal funds which have an anticipated aggregate cost of between \$109,000 and \$250,000.

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

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

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

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

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

B. Advertising for Bids.

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

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

C. Bid Documents

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

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

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

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

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

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

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

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

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

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

V. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

C. Full and Open Competition

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

D. Debarment and Suspension

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

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

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

E. Settlements of Issues Arising Out of Contract

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

F. Record Keeping

1. Record Retention

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

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

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
 - c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.
2. Maintenance of Construction Records for Projects Financed with Federal Funds
- a) The District must maintain records sufficient to detail the history of all construction projects financed with federal funds. These records will include, but are not necessarily limited to the following: rationale for the method of construction, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
 - b) Retention of construction records shall be in accordance with applicable law and Board policy.

VI. Conflict of Interest and Code of Conduct

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

C. Favors and Gifts

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

D. Enforcement

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

VII. Financial Management

A. Identification.

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

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

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

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

E. Budget Control

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

F. Payment Methods

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

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

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

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- (2) Are not included as contributions for any other Federal award;
- (3) Are necessary and reasonable for accomplishment of project or program objectives;
- (4) Are allowable under [subpart E \(Cost Principles\) of this part](#);
- (5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- (6) Are provided for in the approved budget when required by the Federal awarding agency; and
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b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

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Adopted on: _____

Revised on: July 8, 2024

Reviewed on: _____

2009 Public Participation at Board Meetings

The board of education shall conduct its meetings in accordance with state law.

The board shall make reasonable efforts to accommodate the public's right to hear the discussions and testimony presented at its meetings. The board shall permit public comment at meetings as required by law, subject to lawful limitations at the discretion of the board. Public comment is a limited forum, and such limitations include a prohibition against discussing particular staff members, students, or officers. Individuals also may be required to sign up for public comment in advance to allow the board to efficiently allocate time. The board may make and enforce other reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, photographing, or recording its meetings.

The board may, at its discretion, enter into executive session in accordance with state law. The public will not be able to view or participate in the meeting while the board is in executive session, and will be required to leave the meeting during the pendency of executive session. The board may enter into executive session in accordance with state law for the following reasons:

- (1) Discussing personnel issues, including but not limited to hiring or discipline;
- (2) Discussing student discipline or placement;
- (3) Consulting with legal counsel or reviewing communications from legal counsel;
- (4) Preparing for negotiations with collective bargaining associations;
- (5) Discussing marketing or pricing strategies by a board or commission of a business owned by the state or any of its political subdivisions, when public discussion may be harmful to the competitive position of the business; or
- (6) Discussing school safety information as described in 1-27-1.5(8) and 1-27-1.5(17).

Library Materials. Any statements regarding specific library materials, regardless of whether the speaker wishes for the District to maintain a particular source or material or wishes for the district to exclude a specific source or material, will not be allowed during public comment. Such requests will be considered in accordance with District Policy 6032.

Statements regarding the District's policy itself will be considered subject to other lawful limitations on the statement.

Adopted on: _____

Revised on: _____

Reviewed on: _____

2006 Complaint Procedure

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

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

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

Complaint and Appeal Process.

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

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

- 2) All witnesses and documents which the complainant believes support the complaint;
 - 3) The action or solution which the complainant seeks.
 - d) Respond to the complainant. If the complaint involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or coordinator receives the complaint.
4. If either the complainant or the respondent is not satisfied with the decision, he or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal. This provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.
- a) The appeal must be in writing.
 - b) This appeal must be received by the superintendent no later than three (3) calendar days from the date of the decision.
 - c) For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate.
 - d) The superintendent will prepare a written decision and provide it to the complainant and any other person entitled by law to receive the appeal decision. For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.

5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may involve oversight or discipline of students, staff, or others, unless those involve allegations against the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:
 - a) When the complaint is about a board policy, not implementation of the policy;
 - b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or
 - c) When the board is required by law, policy, or contract to hear a complaint or appeal.

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

- d) This appeal must be in writing.
- e) This appeal must be received by the board president no later than ten (10) calendar days from the date the superintendent communicated the decision to the complainant.
- f) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint or appeal. However, all matters involving discrimination or harassment allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.
- g) The board president will notify the complainant and any other person legally required to receive the decision in writing of the decision. If the complaint involves discrimination or harassment allegations against the

Superintendent, the board president shall submit the decision within 180 calendar days after receiving the written appeal.

- h) There is no appeal from any decision of the board unless authorized by law.
6. Formal complaints about the superintendent shall be filed with the president of the board. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:
- a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.
 - b) Determine whether the complainant has discussed the matter with the superintendent.
 - 1) If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.
 - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
 - c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting by the full board.

- d) Respond to the complainant or appeal. If the complaint or appeal involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.
- e) Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent.

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

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

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

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

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

disability or will provide prior written notice of the district's refusal to do so.

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

Adopted on: _____

Revised on: July, 2024

Reviewed on: _____

Board Report - Board

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 1	Fund Number 01	GENERAL FUND	
Acco Brands USA LLC	4728651464	supplies	696.88
Total Acco Brands USA LLC			696.88
ACT Finance	46985	act testing	697.00
Total ACT Finance			697.00
Ag Valley Coop	162780 05252024	fuel	515.00
Total Ag Valley Coop			515.00
Amazon Capital Services	1MDD-H7WY-JNL6	HS teaching supplies - JH	61.88
Amazon Capital Services	1NTK-MXPL-QJDQ	teaching supplies - HR	346.65
Total Amazon Capital Services			408.53
Apple Inc	MA83083615	2 iMacs - M Grove/A Reaves	2,498.00
Total Apple Inc			2,498.00
Arapahoe-Holbrook Public School	Arapahoe May 2024	May sped services	751.46
Total Arapahoe-Holbrook Public School			751.46
Beaver City Municipal Plant	421000 05202024	utilities	15.00
Total Beaver City Municipal Plant			15.00
Beaver Creek Mowing	333214	mowing 5/16-6/1	700.00
Beaver Creek Mowing	333215	mowing school - May	2,770.00
Total Beaver Creek Mowing			3,470.00
Becker Brothers Feed	15409	softner salt	343.00
Total Becker Brothers Feed			343.00
Builders	1637742	fridge - hs	682.00
Total Builders			682.00
Clearlyfly	INV616353	PHONE	124.70
Total Clearlyfly			124.70
Comdata Corporation	XE887 060124	fuel	188.07
Total Comdata Corporation			188.07
Dish Network	4465 052024	dish	226.94
Total Dish Network			226.94
Eakes Office Products Gi	INV554036	Copier fees	2,403.95
Total Eakes Office Products Gi			2,403.95
Esu #11	2324-3-12	3rd Qtr Services	14,154.58
Esu #11	4526	HAL 2nd semester/3rd qtr inservice	2,531.36
Total Esu #11			16,685.94
ESU Coordinating Council	PFPT000103	Software renewal	519.06
Total ESU Coordinating Council			519.06
Everyday Speech LLC	117978	sped supplies - EM	3,007.92

Board Report - Board

Vendor Name	Invoice Number	Description	Amount
Total Everyday Speech LLC			3,007.92
Follett School Solutions, INC	1542606	renewal	1,815.66
Total Follett School Solutions, INC			1,815.66
Greg Huerta	HuertaG 05302024	mileage 120 miles x .67	80.40
Total Greg Huerta			80.40
Heritage Water Services, Inc	21125	water management program	375.00
Heritage Water Services, Inc	21168	tower controller	1,684.00
Total Heritage Water Services, Inc			2,059.00
HomeTown Leasing	9315 06192024	copier lease	2,331.14
Total HomeTown Leasing			2,331.14
HTMC	1562	fall radio message	108.00
HTMC	1563	fall radio message	108.00
Total HTMC			216.00
Huerta, Ashley	HuertaA 05302024	custodial supplies -	39.88
Total Huerta, Ashley			39.88
Husker Hardware LLC	1622	custodial supplies	459.04
Total Husker Hardware LLC			459.04
Jeff Lange Counseling LLC	1 05282024	counseling services	979.30
Total Jeff Lange Counseling LLC			979.30
JENNIFER SCHUTZ,OTR/L	Schutz 05302024	OT Services May 2024	3,004.18
Total JENNIFER SCHUTZ,OTR/L			3,004.18
Kelley's Super Market Inc	1017900711	Board exp	55.94
Kelley's Super Market Inc	1018981610	fcs supplies	4.89
Total Kelley's Super Market Inc			60.83
KELLY SUPPLY COMMPANY	1008271109	sped supplies	15.84
Total KELLY SUPPLY COMMPANY			15.84
Kerm's Korner	8635726 Gen	fuel	3,036.18
Total Kerm's Korner			3,036.18
LIPS Printing Service	102003	letterhead	373.18
Total LIPS Printing Service			373.18
Menards	73315	custodial supplies	119.69
Total Menards			119.69
Mid-States Automation & Control, Inc.	72-2094	maintenance/repairs - heat pump HS	2,536.00
Total Mid-States Automation & Control, Inc.			2,536.00
Midamerican Research Chemical	0820211-IN	custodial supplies	186.39
Total Midamerican Research Chemical			186.39

Vendor Name	Invoice Number	Description	Amount
Midwest Technology Products	2144558-00	supplies	49.30
Total Midwest Technology Products			49.30
NCSA	726294	business manager training	100.00
NCSA	82052	2024 NCE Conference - ARailsback	350.00
Total NCSA			450.00
Nebraska Safety & Fire Equipment, Inc.	118180	inspection - fire system	649.00
Nebraska Safety & Fire Equipment, Inc.	66123	service call - intercom	577.45
Total Nebraska Safety & Fire Equipment, Inc.			1,226.45
NewzBrain Education	2367	renewal license	408.00
Total NewzBrain Education			408.00
One Call Concepts, Inc.	4050751	locate fees	7.12
Total One Call Concepts, Inc.			7.12
Oxford Utilities	7704 06152024	utilities	750.65
Oxford Utilities	7914 05202024	bus barn utilities	36.70
Total Oxford Utilities			787.35
Pearson Education	139336	sped supplies	380.00
Pearson Education	139347	sped supplies	290.00
Pearson Education	139515	sped supplies	200.00
Pearson Education	25425677	sped supplies	60.00
Pearson Education	25446688	sped supplies	18.50
Pearson Education	25471062	sped supplies	15.81
Pearson Education	25486985	sped supplies	5.50
Total Pearson Education			969.81
Peerless Plastics, Inc.	INV200579	PREK supplies - DS	479.98
Total Peerless Plastics, Inc.			479.98
Peterson, Kevin or Sarah	Peterson 052024	mileage	61.51
Total Peterson, Kevin or Sarah			61.51
Pitney Bowes	4369 06192024	postage	51.61
Total Pitney Bowes			51.61
Rapids & Affiliates	I2023116	supplies - PW	34.86
Total Rapids & Affiliates			34.86
S & W Auto Parts	757527	bus supplies	90.20
S & W Auto Parts	757587	custodial supplies	269.97
S & W Auto Parts	757658	bus supplies	97.20
S & W Auto Parts	757669	bus barn supplies	2,546.58
S & W Auto Parts	757679	bus barn supplies	573.94
S & W Auto Parts	757732	bus barn supplies	54.19
S & W Auto Parts	757753	bus barn supplies	270.00
Total S & W Auto Parts			3,902.08
Sappa Valley Farm & Auto LLC	Sappa 052824	fuel	617.18
Total Sappa Valley Farm & Auto LLC			617.18

Vendor Name	Invoice Number	Description	Amount
Schmidt, Leighton	Schmidt 05152024	toll fees	7.00
Schmidt, Leighton	Schmidt 05302024	phone reimburse -	128.28
Total Schmidt, Leighton			135.28
School Specialty Inc	208133961101	sped teaching suplies - SH	192.21
School Specialty Inc	308104507107	EL teaching supplies - JD	539.44
School Specialty Inc	308104511566	teaching supplies	407.79
Total School Specialty Inc			1,139.44
Southern Valley Activities	SVAct 05302024	sped supplies - cash AS checks	36.00
Total Southern Valley Activities			36.00
SPORTS SAFE Testing Service	13553	drug screening	252.00
Total SPORTS SAFE Testing Service			252.00
Straight Flush Septic Pumping	1432	custodial supplies	150.00
Total Straight Flush Septic Pumping			150.00
Twin Valleys Public Power	729 060620224	electricity	10,240.81
Total Twin Valleys Public Power			10,240.81
TwoPturf, LLC	530	turf care program	2,350.00
TwoPturf, LLC	5645	drainage parts	910.00
Total TwoPturf, LLC			3,260.00
U.S. Bank	2836 06062024	cc charges	1,279.48
U.S. Bank	2836 Gen 06102024	cc charges	142.50
Total U.S. Bank			1,421.98
UNK Academic and Career Services	3318	Fall 2024 Career Fair	165.00
Total UNK Academic and Career Services			165.00
Verizon Wireless	9964244065	phone	80.02
Total Verizon Wireless			80.02
Village of Stamford	00005 06052024	water	34.00
Village of Stamford	00006 06052024	water	385.00
Village of Stamford	00007 060524	water	34.00
Total Village of Stamford			453.00
Wex Bank	97431480	fuel	1,924.82
Total Wex Bank			1,924.82
Woodward's Disposal Service, Inc.	NO9198-3080	shredding	40.00
Total Woodward's Disposal Service, Inc.			40.00
Fund Number 01			78,889.76
Checking Account ID 1			78,889.76

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Posted - All; Batch Description Nutrition Fund Checks 05162024; Fund Number 06

User ID: DJG

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 6	Fund Number 06	NUTRITION FUND	
Greg Huerta	Huerta 05162024	lunch refund	22.55
Total Greg Huerta			22.55
Krejdl, Anita	Krejdl 05162024	lunch refund	25.75
Total Krejdl, Anita			25.75
Martin, Jesse	Martin 05162024	lunch refund - Raylan Martin	90.20
Total Martin, Jesse			90.20
Wessels, William	Wessels 05162024	lunch refund	25.75
Total Wessels, William			25.75
Fund Number 06			164.25
Checking Account ID 6			164.25

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 6	Fund Number 06	NUTRITION FUND	
Cash-wa Distributing	14198451	food/supplies	1,960.12
Cash-wa Distributing	14198452	food	109.30
Total Cash-wa Distributing			<hr/> 2,069.42
Hogeland's Market	001063621636	supplies	2.98
Hogeland's Market	002092841255	food	33.95
Total Hogeland's Market			<hr/> 36.93
US Foods	4443582	food/supplies	1,710.57
US Foods	4624289	food/supplies	693.69
Total US Foods			<hr/> 2,404.26
Fund Number 06			<hr/> 4,510.61
Checking Account ID 6			<hr/> 4,510.61

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 5	Fund Number 05	ACTIVITY FUND	
Adams, Jackson	JacksonWashDC	Washington DC Trip 2024	86.12
Total Adams, Jackson			86.12
Adams, Payton	PaytonWashDC	Washington DC Trip 2024	184.78
Total Adams, Payton			184.78
Aerni, Riley	RileyWashDC	Washington DC Trip 2024	112.92
Total Aerni, Riley			112.92
Alma Public Schools	ALMA 05232024	RPAC meeting lunch	75.00
Total Alma Public Schools			75.00
Amazon Capital Services	1CJW-CXQ4-6KXG	Cheer supplies	349.86
Amazon Capital Services	1MRH-H6PD-J93N	Supplies	58.32
Amazon Capital Services	1MRH-H6PD-J93N I	Supplies	58.32
Amazon Capital Services	V*1MRH-H6PD-J93N	Supplies	(58.32)
Total Amazon Capital Services			408.18
Bantam, Sullivan	SullivanWashDC	Washington DC Trip 2024	59.91
Total Bantam, Sullivan			59.91
Beighler, Dawson	DawsWashDc	Washington DC Trip 2024	59.32
Total Beighler, Dawson			59.32
Broecker, Keaton	KeatonWashDC	Washington DC Trip 2024	59.32
Total Broecker, Keaton			59.32
BSN Sports LLC	1533067	Practice Jerseys GBB	393.23
BSN Sports LLC	925752315	girls bball acct per PO 04242024RM	393.23
Total BSN Sports LLC			786.46
Callam Sports Photos	RM-Track-2024	State Runner-up Team Pic Digital	72.00
Total Callam Sports Photos			72.00
Cambridge Public Schools	AB0515GO	Participation Fee	75.00
Total Cambridge Public Schools			75.00
Centura High School	RMGirlsBasketball05	girls basketball camp	125.00
Total Centura High School			125.00
Computer Hardware	0159565	Computer Repairs	550.00
Computer Hardware	159565	Computer Repairs	550.00
Computer Hardware	V*159565	Computer Repairs	(550.00)
Total Computer Hardware			550.00
Engle, Ryan	RyanWashDC	Washington DC Trip 2024	112.92
Total Engle, Ryan			112.92
Epic Team Camp	JAFB52424	Football camp	1,390.00
Total Epic Team Camp			1,390.00

Vendor Name	Invoice Number	Description	Amount
Fletcher, Casy	Fletcher 06032024	refund Nat'ls registration fee - Jaxen	95.00
Total Fletcher, Casy			95.00
Flower Patch, The	0172628/017668	Funerals Killion and Tegtman	111.98
Total Flower Patch, The			111.98
Fries, Hailey	HalleyWashDC	Washington DC Trip 2024	143.85
Total Fries, Hailey			143.85
Grand Island Central Catholic	BBBCampGU1	BBB camp	250.00
Total Grand Island Central Catholic			250.00
Hamilton, Anna	AnnaWashDC	Washington DC Trip 2024	128.51
Total Hamilton, Anna			128.51
Hammond, Paisley	PaisleyWashDC	Washington DC Trip 2024	59.32
Total Hammond, Paisley			59.32
Harlan County Journal	059325	FFA Ad	50.00
Harlan County Journal	59325	FFA Ad	50.00
Harlan County Journal	V*59325	FFA Ad	(50.00)
Total Harlan County Journal			50.00
Hayley, Serfontine	HayleyWashDC	Washington DC Trip 2024	156.52
Total Hayley, Serfontine			156.52
Hazel, Bantam	HazelWashDC	Washington DC Trip 2024	198.91
Total Hazel, Bantam			198.91
Henry, Chloe	ChloeWashDC	Washington DC Trip 2024	127.05
Total Henry, Chloe			127.05
Hockman, Amanda	Hockman 06032024	refund Nat'ls regis fee - Kody/Dean	190.00
Total Hockman, Amanda			190.00
Horwart, Lorelie	LorelieWashDC	Washington DC Trip 2024	184.78
Total Horwart, Lorelie			184.78
Hot Lunch Transfer	CW418217	owed to lunch fund for Honors Banquet	312.87
Total Hot Lunch Transfer			312.87
Hutchens, Tina	THutchens 6-3-2024	Jr. Shooters Nationals	759.37
Total Hutchens, Tina			759.37
Image Tech & Printing	11064	Girls State BB	4,037.00
Image Tech & Printing	11066	State Wrestling	1,207.00
Total Image Tech & Printing			5,244.00
Jordan, Magee	OneActRB05282024	One Act supplies	60.00
Total Jordan, Magee			60.00
Jorgenson, Bennett	BennWashDC	Washington DC Trip 2024	112.92

Vendor Name	Invoice Number	Description	Amount
Total Jorgenson, Bennett			112.92
Kearney Catholic High School	BBBCampGU3	BBB Camp	150.00
Total Kearney Catholic High School			150.00
Kearney High School	BBBCampGU2	BBB Camp	200.00
Total Kearney High School			200.00
Kelley's Super Market Inc	001009721733	AR Movie	58.99
Kelley's Super Market Inc	001021660712	Pre-K	7.98
Kelley's Super Market Inc	001030421541	6th Grade	189.72
Kelley's Super Market Inc	001030861721	6th Grade	16.50
Kelley's Super Market Inc	001031961337	Golf Event	72.95
Total Kelley's Super Market Inc			346.14
Kerm's Korner	8635726	AR Pizza Party	333.48
Total Kerm's Korner			333.48
Kim McQuiston	KimMcQuistonAmazon	Amazon Gift Card for Jared	35.00
Total Kim McQuiston			35.00
Loomis High School	BBBLeagueGU4	BBB camp	300.00
Total Loomis High School			300.00
Lovitt, Emerence	EmerWashDC	Washington DC Trip 2024	59.32
Total Lovitt, Emerence			59.32
Maloney Golf Course	AB0515GO	Practice Round Fees	250.00
Total Maloney Golf Course			250.00
Mark Grove	Grove 06032024	refund Nat'l's registration fee - Gabe	95.00
Total Mark Grove			95.00
McCook High School	AB51124TR100	District Track Entry Fee	100.00
Total McCook High School			100.00
Menards	072089	Woods Supplies	11.95
Menards	72089	Woods	11.95
Menards	V*72089	Woods	(11.95)
Total Menards			11.95
Midwest Elite Basketball - MEB	BBB Camp - GU 061024	BBB camp - MEB	2,320.00
Total Midwest Elite Basketball - MEB			2,320.00
Misko Sports Inc	INV-3151	Shirts for Weight Room	202.00
Total Misko Sports Inc			202.00
National Cheerleaders Association	REG-0011357622	Varsity Cheer	2,268.00
Total National Cheerleaders Association			2,268.00
Nebraska Coaches Association	JL-2024-NCA	Coaches Mem. Gold Cards & Clinic Fee	1,670.00

Vendor Name	Invoice Number	Description	Amount
Total Nebraska Coaches Association			<u>1,670.00</u>
Nebraska Schools Activities Association	JL-NSAA Membership	2024-25 NSAA Membership Act/Registration	1,750.00
Nebraska Schools Activities Association	JlanikMedallions	State Track Medals 2024	91.00
Total Nebraska Schools Activities Association			<u>1,841.00</u>
Noel, Bobbi	Noel 06032024	refund Nat'ls registration fee - Colby	95.00
Total Noel, Bobbi			<u>95.00</u>
NRCSA	BryceGO	NRCSA Joe Toczek Golf Tournamanet	320.00
Total NRCSA			<u>320.00</u>
Oxford Locker	67411	supplies	220.00
Total Oxford Locker			<u>220.00</u>
Platinum Awards & Gifts	160137	State Journalism 2024	50.00
Platinum Awards & Gifts	160204	Girls Track Trophy Plate Engraving	50.00
Total Platinum Awards & Gifts			<u>100.00</u>
Rice, Wyatt	WyattWashDC	Washington DC Trip 2024	171.38
Total Rice, Wyatt			<u>171.38</u>
rSchoolToday	102321	activity scheduler renewal 08/24-08/25	300.00
Total rSchoolToday			<u>300.00</u>
Russell, Kaden	KadenWashDC	Washington DC Trip 2024	184.78
Total Russell, Kaden			<u>184.78</u>
S & W Auto Parts	757234 Act	spec projects - staff event	33.87
Total S & W Auto Parts			<u>33.87</u>
Schultz, Mikah	MikahWashDC	Washington DC Trip 2024	199.64
Total Schultz, Mikah			<u>199.64</u>
Symth, Xander	XanderWashDC	Washington DC Trip 2024	183.32
Total Symth, Xander			<u>183.32</u>
TeamMates	Silent Auction	2024 Silent Auction	300.50
Total TeamMates			<u>300.50</u>
U.S. Bank	2836 06062024 Act	cc charges	6,922.35
Total U.S. Bank			<u>6,922.35</u>
Wasenius, Hadleigh	HadlWashDC	Washington DC Trip 2024	212.31
Total Wasenius, Hadleigh			<u>212.31</u>
Fund Number 05			<u>31,767.05</u>
Checking Account ID 5			<u>31,767.05</u>

Furnas County School District 540
06/10/2024 02:10 PM

Board Report - Board

Unposted; Batch Description Building Fund Invoices to Pay 06102024

Page: 1
User ID: DJG

Vendor Name	Invoice Number	Description	Amount
Checking Account ID 8	Fund Number 08	BUILDING FUND	
Long Island Redi-Mix LLC	689	sb field	102.50
Total Long Island Redi-Mix LLC			<hr/> 102.50
Fund Number 08			<hr/> 102.50
Checking Account ID 8			<hr/> 102.50

5018

Parent and Guardian Involvement In Education Practices

The school district recognizes the importance of parental and guardian involvement in the education of their children. The school district will take the following steps to ensure that the rights of parents and guardians to participate in the education of their children are preserved.

1. Parents/Guardians will be provided access, as described in district procedures, to district-approved textbooks and other curricular materials and tests used in the district upon request.
 - a. A parental request to review specific approved textbooks and other district- or building-approved curricular materials (written, visual, and audio) should be made to the principal of the building where the textbooks and curriculum materials are used.
 - b. Parents may check out textbooks and may review curricular materials such as video and audio recordings within a time frame determined by the building principal to prevent disruption of the instructional process.
 - c. A parental request to review specific standardized and criterion-referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.
2. Parents/Guardians will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.
 - a. Parents/guardians are invited to make appointments with the building principal to visit classes, assemblies and other instructional activities. The principal shall give permission after determining that parental/guardian observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, in the sole discretion of the building principal.

- b. Parents/guardians may contact the building principal to request permission to attend counseling sessions in which their child is involved.
- 3. Parents/guardians will be permitted, within district procedures, to ask that their children be excused from school experiences that parents find objectionable.
 - a. Building principals may excuse a student from any single school experience at the parent's written request.
 - b. When appropriate, alternative experiences will be provided for the student by the school.
- 4. Parents/guardians will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.
- 5. Parents/guardians will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.
- 6. Parents/guardians will be informed of the circumstances under which they may opt-out of state and federal assessments.
 - a. In accordance with federal law, at the beginning of the school year, the District shall provide notice of the right to request a copy of this policy to parents/guardians of students attending schools receiving Title I funds. The District will provide a copy of this policy to a requesting parent in a timely manner.
 - b. State Assessments

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

c. National Assessment of Educational Progress

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

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

7. Parents/guardians will be notified of their right to remove their children from surveys prior to district participation in surveys.
 - a. The principal must approve all surveys intended to gather information from students before they are administered to students.
 - b. Students' participation in surveys is voluntary. Parents/guardians may restrict their child from participating in any survey.

Adopted on: _____

Revised on: November 9, 2020

Reviewed on: June 10, 2024

Southern Valley Activities



Handbook

2024-2025

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Introduction

Student participation in extracurricular activities has been linked to improved attendance, higher academic achievement, and greater student self-confidence and self-esteem. Southern Valley Public Schools provides students with the opportunity to participate in a comprehensive activities program that includes athletics, fine arts, and select clubs or organizations associated with academic areas.

Although the school district believes strongly in the value of student activities, participation in the activities program is a privilege, not a right. Students must obey the rules set out in this handbook and any additional rules created by their coach or activity sponsor. The administration reserves the right to make decisions and make rule revisions at any time to implement the educational program and to assure the well-being of all students. The administration is responsible for interpreting the rules contained in the handbook. If a situation or circumstance arises that is not specifically covered in this handbook, the administration will make a decision based upon all applicable school district policies, and state and federal statutes and regulations.

Please read this handbook carefully. Students and their parents are responsible for complying with all of the rules and procedures detailed in this booklet.

Parents must sign the acknowledgement and permission to participate form at the end of this handbook before their student will be permitted to participate in the activity programs of the district.

The provisions in this handbook are subject to change at the sole discretion of the Board of Education. From time to time, you may receive updated information concerning changes in the handbook. These updates should be kept within the handbook so that it is up to date. If you have any questions regarding this handbook, please contact the Activities Director or Superintendent for assistance.

NONDISCRIMINATION IN EDUCATION PROGRAMS AND ACTIVITIES

The school district does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to all designated youth groups. The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Name: Josh Lanik
Title: Activities Director
Address: 43739 HWY 89 Oxford, NE 68967
Telephone: 308-868-2222
E-mail: josh.lanik@sveagles.org

For further information on notice of nondiscrimination, visit <https://www2.ed.gov/about/offices/list/ocr/docs/nondisc.html> for the address and phone number of the office that serves your area or call 1-800-421-3481.

SECTION ONE:

GENERAL INFORMATION ABOUT THE ACTIVITIES PROGRAM

Academic Eligibility

To be eligible to participate in the school's activity programs, each student must (1) meet Nebraska State Activities Association (NSAA) requirements concerning scholastic eligibility (see Section Three of this Handbook), (2) be registered for 10 credit hours per semester and be in regular attendance, and (3) have not less than a 70% grade in two or more classes for a period of one week to remain eligible to participate in any portion of the activities program. Participants must attend practices and participate in all conditioning during any period of ineligibility. Students will also be ineligible daily if they are missing more than 2 assignments in one class when daily eligibility is run.

The school district will notify a participant and his or her parents whenever the participant is declared academically ineligible.

Students may not participate in any activity, performance or practice while serving a short-term suspension, long-term suspension, or expulsion from school.

Attendance at Practices and Contests

Participants in the activities program are expected to attend and be on time at all practices and meetings scheduled by the coach or sponsor. Participants may be excused for absences resulting from a participant's illness, a death in the family, a doctor's appointment, a court appearance, or other absences that are arranged in advance. The coach, sponsor, or director of an activity may require a participant who has an excused absence to complete an alternate assignment for missing a practice, meeting, event, performance, or contest. A participant who is unable to attend a scheduled practice, meeting, or game must contact the coach or sponsor in advance. Students who are absent from school due to illness are not required to provide the coach or sponsor with additional notification of the student's absence from practice.

Students who are absent from school beyond the start of the 2nd hour will not be permitted to practice or participate in an athletic contest or activity performance unless the student has the building principal's prior permission to participate despite the absence.

If a participant misses a scheduled contest or performance, the coach or sponsor may impose discipline up to and including suspension of the participant from the activity for the remainder of the season or length of the activity.

Closings

Unless the administration determines that it is permissible for the activity to continue as scheduled, all activities will be canceled or postponed in the event that school has been called off for inclement weather or any other reason as determined by the administration.

Colors

The Southern Valley School colors are purple, black, and silver and the Southern Valley Alma Saints team is columbia blue, navy, and gold

Concussion Awareness

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

The School District will:

1. Require all coaches and trainers to complete one of the following on-line courses on how to recognize the symptoms of a concussion or brain injury and how to seek proper medical treatment for a concussion or brain injury:
 - Heads UP Concussions in Youth Sports
 - Concussion in Sports—What You Need to Know
2. On an annual basis provide concussion and brain injury information to students and their parents or guardians prior to such students initiating practice or competition. This information will include:
 - a. The signs and symptoms of a concussion;
 - b. The risks posed by sustaining a concussion; and
 - c. The actions a student should take in response to sustaining a concussion, including the notification of his or her coaches.

A student who participates on a school athletic team must be removed from a practice or game when he/she is reasonably suspected of having sustained a concussion or brain injury in such practice or game after observation by a coach or a licensed health care professional who is professionally affiliated with or contracted by the school. The student will not be permitted to

participate in any school supervised team athletic activities involving physical exertion, including practices or games, until the student:

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

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

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

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

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

Dances

School dances are part of the district's extracurricular activity program. Students who wish to participate in school dances must comply with the activity code. Students may be prohibited from participating in school dances as a consequence for violating school rules or these activity rules. All guests attending any dance at Southern Valley may be breathalyzed prior to entry and he/she must pass the test to enter.

Junior High Dances

Junior High (7-8) dances are restricted to students currently enrolled in Southern Valley Junior High School and will be sponsored by Southern Valley Junior High teachers and parents. Any organization wishing to sponsor a junior high dance must obtain permission from the principal regarding date and times. Each dance must be sponsored by at least two faculty members and one additional chaperone. Once admitted to the dance, students must remain until the close of the dance. Students who leave the dance will not be readmitted. Students who are academically ineligible or who have violated any code of conduct policy will not be allowed to attend school dances.

High School Dances

All high school dances are restricted to Southern Valley High School students and their guests. The age requirement for attending all High School dances for an outside guest is under age 21. All dates who are not a SV student must be approved by administration. Any organization wishing to sponsor a dance must obtain permission from the principal regarding date and times. Each dance must be sponsored by at least two faculty members and one additional adult. Once admitted to the dance, students must remain until the close of the dance. Students who leave the dance will not be readmitted. Students who are academically ineligible or who have violated any code of conduct policy will not be allowed to attend school dances.

Homecoming and Prom

The Homecoming dance is open to students and guests of Southern Valley High School.

The Junior/Senior Prom is open to students and guests of Southern Valley High School junior and senior classes. Guests must follow all rules that the students must follow. Each student is responsible for his/her guest's conduct. Appropriate attire is required for these dances. No blue jeans, shorts, or T-shirts will be allowed at the banquet or dance for Prom unless authorized by the Prom sponsors and Activities Director/Principal. Black dress jeans will be acceptable.

Electronic Communication

The school board supports the use of technology by coaches, extracurricular sponsors, and other staff members to communicate with students for legitimate educational, extracurricular, and other school-related purposes. However, electronic communication between students and teachers, sponsors, and coaches shall be appropriate at all times and shall not violate any law, district policies, or the Regulations and Standards for Professional Practices Criteria, commonly known as Rule 27 of the Nebraska Department of Education (“Rule 27”).

Equipment

Each participant in the athletic portion of the activities program will be issued a locker to store his/her personal belongings and school equipment that has been checked out. Students should secure their athletic lockers with combination locks that are checked out to them by the school.

School-owned clothing or equipment that is checked out to individual students remains the property of the school. The clothing or equipment is not to be used or worn by the student except for the intended use. Each piece of equipment or clothing is to be returned to the instructor or coach when the season or the use for such clothing or equipment is over. Each participant is responsible for all equipment checked out to him/her. Students will be assessed the replacement cost for school equipment that has been checked out to him/her and is lost or stolen.

Fundraising

All school-sponsored fundraising activities must be approved by a member of the school district administration. Fundraising for any activity must comply with the district’s policies. Use of the school mascot shall not be permitted unless approved by the Activities Director or Superintendent by any outside entity.

Individual Training Rules and Rules of Conduct

Head coaches or sponsors may develop additional training rules or rules of conduct for their activity. Students are responsible for knowing these rules and complying with them at all times.

Initiations and Hazing

Initiations and hazing by members of classes, clubs, athletic teams, or any other organization affiliated with the district are prohibited except as otherwise permitted by this policy. Any student engaging in hazing or non-approved initiations is subject to discipline as permitted by policy and law.

Initiations are defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of “hazing” as defined below. Initiations are prohibited except by permission of the superintendent.

Hazing is defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership in any school organization. Hazing activities include, but are not limited to, whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with the intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act that endangers the physical or mental health or safety of any person.

Injuries

Participants who suffer any type of injury while involved in extracurricular activities must notify the coach or sponsor immediately. The coach or sponsor will then evaluate the injury and, if necessary, notify the participant’s parents or seek immediate medical treatment.

If at any time during participation a doctor removes an athlete from participation because of an illness or injury, the athlete must have a written release from a doctor before participating again. The written release must be given to the coach or sponsor of the activity.

Note: The release requirement will be satisfied if the initial doctor’s order specifies the duration of the student's restriction from participation and/or competition. Also see Concussion Awareness above.

Insurance

The school district does not provide medical or other insurance coverage for students who participate in athletic contests or other activities. It is the parents' responsibility to provide adequate insurance to cover any medical expenses that may be incurred while the student is participating in athletics or other activities.

The school district makes an accident insurance plan available for purchase by participants and their families through an authorized insurance agent. Information about policies which families may purchase will be available prior to each sports season and at fall registration.

Lettering Requirements

Lettering requirements will be communicated in individual sport/activity handbooks to participants and will be on file in the athletic office.

Practices

The individual head coach or sponsor, in cooperation with the Activities Director, will schedule all starting times of practices. All participants are expected to be ready at the time set by the coach or sponsor for practice.

To be eligible to practice, a participant must satisfy the following requirements:

1. Submit to the coach or sponsor a signed physical form from a physician or qualified designee
2. Signed Activities Code of Conduct that verifies the student and parent(s) understands the school's position regarding the school's position regarding the use of possession of alcohol, tobacco, and other related drugs.
3. NSAA Consent to Participate Form
4. \$20 Activities Fee paid to the office

Managers:

Students wishing to serve as student volunteers for extracurricular activities must gain the permission of the activity coach or sponsor. Student volunteers must comply with all of the rules and procedures contained in this handbook. Managers and the number used for each specific sport/activity must be approved by the Activities Director. High school students wishing to be managers take precedence over all other students.

Sunday and Wednesday Night Activities

In order to provide students sufficient time away from school for family-related activities, the school will endeavor not to schedule activities on Wednesday evenings or on Sundays. Practices for Athletics and Activities will be organized so all participants are showered, dressed, and /or

leave the facilities by 6:00 p.m. on Wednesday nights. An exception to this guideline would be when a team, group of students, or an individual may be required to participate in an activity sponsored by the conference, district, or state on a Wednesday night. The school does not allow Sunday practice sessions, except when a varsity team, group of students, or individual is scheduled to compete or perform on a Monday or when approved by the Activities Director ahead of time. Practices scheduled for Sunday must have the prior approval of the activities director or building principal. Practices include any activity that is considered prepping for a contest.

Transportation

All participants are required to ride provided school transportation to an event unless prior authorization is obtained from the Activities Director. Students that do not have this authorization are not allowed to compete if they drive themselves. Students who miss the scheduled leave time designated by the coach/sponsor will be left behind and will not be permitted to drive themselves or compete. Students who miss a bus are also subject to suspension from the coach/sponsor. Students are encouraged but not required to ride home from away activities on school provided transportation. A participant may ride home with his or her parent/guardian only if the parent/guardian signs them out with the coach or sponsor of the activity on the required form. A participant may ride home with an adult if the participant's parent/guardian has personally contacted the Activities Director or designee prior to the activity and the person approved and authorized to take them signs them out.

Section Two: Available Activities

Athletic Teams

Football	Justin Adams, Jason Huerta, Coy Gideon, Dexter Becker
JH Football	Justin Adams, Jason Huerta, Coy Gideon
Volleyball	Ali Hosier, Amanda Adams
JH Volleyball	Ali Hosier, Amanda Adams
Softball (Coop with Alma)	Paige Houser, Gerald Utterback
Cross Country	Kristi Bose, Pete Brown
JH Cross Country	Kristi Bose
Bowling	Georgia Mroczek, Leo Hinkle
Boys Basketball	Gerald Utterback, Colton Burgeson
JH Boys Basketball	Gerald Utterback, Ali Hosier
Wrestling	Rudy Glur, Coy Gideon, Pete Brown
JH Wrestling	Dexter Becker, Coy Gideon
Girls Basketball	Richard McDonald, Justin Adams
JH Girls Basketball	Justin Adams, Ali Hosier
Golf (Boys Only)	Jeremy Epp
Track (Boys & Girls)	Richard McDonald, Ali Hosier, Justin Adams, Gerald Utterback, Haley Reed
JH Track (Boys & Girls)	RayAnn Roskop, Dexter Becker, Gerald Utterback

Activities

Band	Hannah Hofaker
Cheer	Ashley Billeter
Family Career and Community Leadership of America (FCCLA)	Linda Dannehl
Future Business Leaders of America (FBLA)	Joe York
Future Farmers of America (FFA)	Allison Railsback
Future Problem Solvers (FPS)	Kristi Bose
Journalism	Ashley Blickenstaff
Mock Trial	TBD
National Honor Society	Kristi Bose
One Act Play Production	JoHanna Utterback, Rebecca Jorgenson
Quiz Bowl	Chad Hamilton, Kelsie Eman, Tricia Weatherwax
Speech	JoHanna Utterback
Student Council	Melinda Hunt, Steph Holste
Trap Shooting	Tina Hutchens
Vocal Music	Tabitha Stalder
Unified Bowling	Tina Brown

Section Three: Nebraska State Activity Association

Eligibility

In order to represent a high school in interscholastic athletic competition, a student must abide by eligibility rules of the Nebraska School Activities Association. Eligibility requirements are established by the NSAA in its Constitution and its Bylaws and Approved Rulings. These documents can be found online at <https://nsaahome.org/constitution-bylaws/>. A summary of the major rules is given below. Contact the principal, activities director or the activity sponsor or coach for an explanation of the complete rule.

1. Student must be a *bona fide* student of their member school and have not graduated from any high school.
2. After a student's initial enrollment in grade nine, he/she shall be ineligible after eight semesters of school membership beginning with his/her enrollment in grade nine.
3. Student is ineligible if nineteen years of age before August 1 of the current school year. (Student in grades 7 or 8 may participate on a high school team if he/she was 15 years of age prior to August 1 of the current school year.)
4. Student must be enrolled in some high school on or before the eleventh school day of the current semester.
5. Students must be continually enrolled in at least twenty credit hours per semester and regular in attendance, in accordance with the school's attendance policy at the school he/she wishes to represent in interscholastic competition.
6. Student must have been enrolled and received twenty hours of credit in school the immediate preceding semester.
7. **Guardianship does not fulfill the definition of a legal parent.** If a guardian has been appointed for a student, the student is eligible in the school district where his/her legal parent(s) have their domicile. Individual situations involving guardianship may be submitted to the Executive Director for review and a ruling.
8. A student entering grade nine for the first time after being promoted from grade eight of a two-year junior high, or a three-year middle school, or entering a high school for the first time after being promoted to grade ten from a three-year junior high school is eligible. After a student makes an initial choice of high schools, any subsequent transfer, unless there has been a change of domicile by his/her parents, shall render the student ineligible for ninety school days. If a student has participated on a high school team at any level as a seventh, eighth, or ninth grade student, he/she has established his/her eligibility at the high school where he/she

participated. If the student elects to attend another high school upon entering ninth or tenth grade, he/she shall be ineligible for ninety school days.

9. **Student eligibility related to domicile can be attained in the following manners:**
 - a. If the change in domicile by the parents occurs during a school year, the student may remain at the school he/she is attending and be eligible until the end of the school year or transfer to a high school located in the school district where the parents established their domicile and be eligible.
 - b. If the domicile is changed during the summer months and the student is in grade twelve and the student has attended the high school for two or more years, the student may remain at the high school he/she has been attending and retain eligibility.
 - c. If a student elects to remain at the same high school initially enrolled after being promoted from grade eight of a middle or junior high school, or grade nine of a junior high school, he/she is eligible at that school, or is eligible at a high school located within the school district in which the parents established their domicile.
 - d. **If the legal parents of a student change their domicile from one school district that has a high school to another school district that has a high school, the student shall be eligible immediately in the school district where the parents established their domicile.**
10. Nebraska transfer students whose name appears on the NSAA transfer list prior to May 1 shall be eligible immediately in the fall at the transfer high school. Those students whose name does not appear on the NSAA transfer list prior to May 1 shall be ineligible for ninety school days, with such transfers being subject to hardship waiver guidelines.
11. Nebraska transfer students must have signed and delivered all forms necessary to make such transfer to the school in which he/she intends to enroll for the 2024-2025 school year prior to May 1, 2024; for the student to be eligible, the school to which the transfer is being made must have notified the NSAA office via an NSAA online transfer form, no later than May 1, 2024. The student would become ineligible for ninety school days the next fall if the student were to change his/her mind and decide not to transfer. If such student were to transfer to the new school, but later decides to return to his/her former district before 90 school days have elapsed, such student will be ineligible in the former district for 90 school days, with the ineligibility period commencing at the start of the fall semester. Those students who did not have their enrollment forms signed, delivered, and accepted prior to May 1, 2024, shall be ineligible for ninety school days, with such transfers being subject to hardship waiver guidelines.

12. Once the season of a sport begins, a student shall participate in practices and compete only in athletic contests/meets in that sport, which are scheduled by his/her school. Any other competition will render the student ineligible for a portion of, or all of, the season in that sport. The season of a sport begins with the first date of practice as permitted by NSAA rules.
13. During the season of a particular sport, athletes participating in that sport for a high school may attend, but may not physically take part, either as an individual or as a member of a team, in the sport activity in which instruction is being offered in the clinic, camp, or school. (*Refer to NSAA Bylaw 3.5.1.1 for exception in Swimming and Diving.)
14. A student shall not participate on an all-star team while a high school undergraduate.
15. A student must maintain his/her amateur status.

NSAA Sportsmanship Rules

Students must abide by the Nebraska School Activities Association Sportsmanship Rules. A complete copy of these rules can be found at <http://www.nsaahome.org/nsaaforms/pdf/manualsp.pdf>. Unsportsmanlike conduct shall include physical or verbal assault upon any participant, game official, or spectator, or any acts that may endanger the personal safety of individuals involved, or acts which hinder the normal progress of a contest or lead to the restriction or discontinuance of a contest.

If a student, participant, patron, and/or staff member representing a member school acts in a manner constituting unsportsmanlike behavior during competition the member school and/ or individuals shall be subject to penalties. A student, participant, patron, and/or staff member may not be permitted to attend activities if involved in unsportsmanlike conduct.

Section Four:

Code of Conduct Athletes and Parents/Fans

Standard Code of Conduct

Participation in school-sponsored or extracurricular activities is a privilege and not a right. Participants must follow board policy, this code, and all the training rules and rules of conduct of the coaches and/or activity sponsors. Students participating in school-sponsored or extracurricular activities are held to a high standard. Students are expected to conduct themselves in a way that is lawful, responsible, promotes the values upon which the school is based, and that brings credit to themselves and the school. Students who fail to live up to the required standard of all conduct are guilty of detrimental conduct and subject to discipline under all school policies, the general student code of conduct, and Activity Participation Rules. The Administration of Southern Valley School District is allowed to hand down consequences they feel fit for any activity that is detrimental to the overall goal and objective of the Southern Valley School District and its Activities Programs.

Southern Valley Activities Policy

By choosing to be a part of the activity program at Southern Valley Jr. Sr. High School, a student agrees to abide by the training rules established by the coaches, sponsors, and administration. These rules and policies have been adopted by the Southern Valley Board of Education. The coaches, sponsors, administration and Board of Education are in agreement that the use or possession of tobacco, alcohol, and controlled substances are not only detrimental to the student but also to the activity they represent. All school-sponsored extracurricular activities will fall under these guidelines.

The following guidelines are in effect from the NSAA first allowable practice date in the fall of the students 7th grade year to the last scheduled NSAA activity which Southern Valley High School offers in the spring of a students senior year. These rules apply to all students, grades 7-12, who have participated in an activity, who are currently participating in an activity, or who plans to participate in an activity in the future. **If a student is in violation of the first offense, he/she will be placed on probation for the remainder of the school year from the time of confession or conviction, and any further violations in the probationary period will constitute a second offense.** In the event an investigation is warranted, and the student in question does not confess to the infraction and is convicted in a court of law, he/she will automatically be subject to the penalty as a second offense from the time of the conviction. A student is required to serve out his/her penalty before he/she will be allowed to participate in any further competition in any activity program at Southern Valley Schools. A student can practice and attend public performances, but may not participate in the public performance while serving his/her suspension. Suspensions can and will be carried over to the next activity season in which the student chooses to participate in. All service work must be done outside of the regular school day within the Southern Valley School District. Public performances include Junior Varsity, 9/10, and Junior High contests.

The Principal and/or the Activities Director will make an independent investigation into any matters which result in a student being charged with a violation. The following are some situations that may warrant an investigation:

1. Students in school-sponsored and/or extracurricular activities may not engage in the following conduct . . . Possession, use, distribution, or being at parties in the presence of alcohol, illicit drugs, tobacco, or controlled substances, or any lookalike or imitations thereof, without parental supervision, or being under the influence of alcohol, illicit drugs, tobacco, or controlled substances, or any lookalike or imitations thereof. "Lookalike or imitations" means substances such as K2 and products like electronic cigarettes, vapor pens, etc. (Note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the use or abuse of any substance for the purpose of inducing a condition of intoxication, stupefaction, depression, giddiness, paralysis, inebriation, excitement, or irrational behavior, or in any manner changing, distorting, or disturbing the auditory, visual, mental, or nervous processes). This policy will take effect for a student entering the first day of school in 7th grade and last 365 days a year until the last Activity/Athletic event day of the student's senior year.
2. Any information provided by law enforcement officers as to the violation of these policies.
3. Any conviction involving the use, possession, or distribution of controlled substances or alcoholic beverages.
4. Any confession by the student involving the use, possession, or distribution of tobacco, alcohol, or any controlled substances.
5. Any electronic picture or video that depicts a student using, possessing, or distribution of tobacco, alcohol, or any controlled substances will result in the same consequences.
6. If the student is charged or convicted of any criminal charge or determined to be a delinquent child under any other circumstances which is indicative of the behavior not representative of a good citizen.
7. Any person under nineteen years of age who attends Southern Valley who possesses, dispenses, delivers, or administers anabolic steroids as defined in section 28-401 in violation of the Uniform Controlled Substances Act

Any further appeal would have to come through the judicial process.

**MANDATORY DRUG TESTING POLICY FOR STUDENTS
INVOLVED IN EXTRACURRICULAR ACTIVITIES OR THAT HAVE VOLUNTARILY
BEEN PLACED IN THE DRUG TESTING PROGRAM BY THEIR PARENT/GUARDIAN
at SOUTHERN VALLEY SCHOOLS**

Implementation Date: January 4th, 2017 (Revised May 10, 2021)

Extracurricular Drug Testing Program

The school district supports and values student participation in extracurricular activities, but such participation in school district extracurricular activities is a privilege and not a right. Students in all extracurricular activities in grades 7-12 shall be subject to mandatory and random testing for the presence of alcohol or illegal drugs.

DEFINITIONS

DPA: A national certified Drug Program Administrator, which shall use a certified laboratory in testing of samples. The Board will choose a nationally certified DPA for the purpose of determining through random selection the student(s)/participant(s) to be tested.

DPC: The Drug Program Coordinator shall be the building Principal/Activities Director or his/her designee.

MRO: Medical Review Officer

Illicit substance - A drug classified by the Drug Enforcement Administration (DEA) as being available only by prescription from a physician or classified as being controlled and having no therapeutic use.

Banned Substance - A substance defined by School policy as being banned from use by students.

ILLICIT OR BANNED SUBSTANCES

For the purpose of this Policy, the following drug classes, substances or their metabolites that can be tested for are considered illicit or banned for Southern Valley Schools Students:

Alcohol (Ethyol or ETG), Amphetamines, Anabolic Steroids, Barbiturates, Benzodiazepines, Cocaine Metabolites, Marijuana Metabolites, Methadone, MDMA (Ecstasy), Nicotine (Hydroxycotinine), Opiates (Including Synthetics), Phencyclidine, Propoxyphene, Synthetic Drugs (K2, Bath Salts), CBD Oil that contains THC

1. Purpose of Random Drug Testing
 - 1) To provide for the health and safety of all students;
 - 2) To undermine the effects of peer pressure by providing legitimate reason for students to refuse use of illegal drugs and/or alcohol;

- 3) To identify students who use illegal drugs, tobacco, and/or alcohol; and
- 4) To encourage students who use illegal drugs, tobacco, and/or alcohol to participate in appropriate treatment programs.

2. Each student who participates or seeks to participate in extracurricular activities shall be given a copy of this policy. This policy may also be included in the student handbook. An orientation for students and parents will be held at the start of the school year to talk about the policy and procedures.

3. Activity Programs: Any activity that meets the guidelines of an extracurricular activity at Southern Valley Public Schools, which shall include the following but not limited to:

All Southern Valley activities including (homecoming and prom).

4. Students Who Are Required to Submit to Drug Testing

a. Grades. All students in grades 7-12 who participate in any extracurricular activity are part of the pool subject to random drug testing.

b. Consent. A student and his or her parent(s)/guardian(s) must sign a consent form before the student shall be eligible to try out for, practice with, or participate in the extracurricular activity. The consent form is attached to this policy.

c. Selection Pool Eligibility. Students shall remain in the selection pool for an entire calendar year (365 days) from the date the consent form is received by the school district except that students who quit during the season or activity (prior to being selected for testing) or students who are cut from an activity will be removed from the testing pool. A participant may be subject to testing at any time during the said 365-day period.

d. Withdrawal. Students who have a consent form on file remain eligible for drug tests from the date the consent form is received by the school district and throughout the remainder of the school year or until the student files a Withdrawal of Student from Activity form signed by the student and his or her parent(s)/guardian(s). Upon withdrawal, the student shall not be eligible to participate in any activity that is subject to drug testing for 365 days from the date of withdrawal. A student who files a Withdrawal of Student from Activity form after selected for a random drug test but before submitting to the test or after testing positive shall be ineligible to participate in any extracurricular activities for one calendar year from the date the Withdrawal of Student from Activity form is received by the Drug Program Coordinator.

5. Drugs. Students participating in extracurricular activities are prohibited from using, possessing, distributing, manufacturing, or having drugs present in their system. "Drugs" means:

- a. Any substance considered illegal by the Uniform Controlled Substances Act, Neb. Rev. Stat. § 28-401 *et seq.*
- b. Any substance which is controlled by the Food and Drug Administration unless prescribed to the student by any licensed medical practitioner authorized to prescribe controlled substances or other prescription drugs;
- c. Alcohol for any student under the age of 21. Alcohol shall have the meaning as provided in Neb. Rev. Stat. § 48-1902(1).

6. Testing Procedures

- a. **Student Selection.** All students who participate in extracurricular activities and submit a consent form will be included in a master list and will be subject to random drug screening. The master list shall be submitted to the company employed by the district to conduct the testing. The DPA will identify students on the master by number.
- b. **Reasonable Suspicion Testing.** In addition to random drug testing, a student is subject to drug testing at any time when the Drug Program Coordinator determines there is individualized reasonable suspicion based upon articulable facts to believe that the student has used a drug. The Drug Program Coordinator will notify the student and take the necessary steps to schedule a test as soon as practicable.
- c. **Parental Request.** Students who do not participate in extracurricular activities may be added to the random drug screening master list upon parental request. Parent(s)/guardians may also request that their student be subject to non-random drug screening. The school will arrange for the test as soon as practicable. The parent(s)/guardian(s) making a request under this subparagraph must submit a signed consent form and indicate which type of test is being requested. Any cost associated with tests administered as a result of parental request must be paid by the parent(s)/guardian(s) in advance of the test.
- d. **Type of Test.** The school district reserves the right to utilize breath, saliva, hair or urinalysis testing procedures. Urine and oral fluid samples, which screen positive, will be confirmed by GC/MS (Gas Chromatography/Mass Spectrometry) or Similar confirmation test. Positive saliva or breath alcohol tests will be confirmed by EBT (Evidential Breath Tester).

The vendor will have all specimens tested for the specified illicit or banned substances by a qualified laboratory certified by the **Substance Abuse and Mental Health Services Administration (SAMHSA)**. The testing laboratory should have greater than 10 years experience in toxicology testing and chain-of-custody procedures. All specimens must be initially tested using a highly accurate immuno-assay technique, with all presumptive positive results then confirmed by a **Liquid Chromatography/Mass Spectroscopy (LC/MS)** or similar confirmatory test.

- e. **Collection Site.** The activities director will designate the collection site at which student will provide specimens. The collection site may be off the premises of the school district.
- f. **Sample Collection.** Samples will be collected as directed by the Drug Program Administrator on the same day the student is selected for testing, or if the student is absent an alternate will be selected, in sequential order, from an alternate list provided by the Drug Program Administrator. If a urine sample is required, all students providing samples will do so alone in an individual bathroom or stall with the door closed.
- g. **Collection Procedures.** The school board will select a Drug Program Administrator (DPA). The DPA shall randomly select the students subject to drug testing from the master list.

The DPA will maintain and follow generally accepted industry standards for collecting, maintaining, shipping, and accessing all specimens. The DPA will seek to obtain the sample in a manner designed to insure accurate testing protocols while minimizing intrusion into a student's privacy. The DPA and the school district will provide a copy of the collection procedures upon request.

- h. **Drugs.** Students may be randomly tested for any drugs, including but not limited to alcohol, amphetamines, marijuana or cannabinoids, cocaine, methadone, methaqualone, propoxyphene, hallucinogens, opiates, phencyclidine, synthetic opiates and PCP, synthetic drugs (ex: THC, K2), Nicotine (Hydroxycotinine), steroids, barbiturates, benzodiazepines, alcohol, and any prescription drug that was obtained without proper authorization.
- i. **Results.** The DPA shall notify the student and the Drug Program Coordinator of any positive test after the initial screening. The school representative shall notify the student's parents. The DPA will use a secure method to transmit all positive test results to the DPA's Medical Review Officer (MRO). The MRO will be certified by an MRO accreditation body. The MRO will be responsible for reviewing test results and determining whether the use of a substance identified by the sample analysis is from illicit use or a legitimate medical use. Prior to making a final decision, the MRO or his or her assistant shall contact the student and his or parent(s)/guardian(s) to discuss the result either face-to-face or over the telephone. If the MRO determines the test results are negative, no further action shall be taken against the student. The MRO will report results of verified positives to the DPA. The DPA shall then notify the Drug Program Coordinator of the positive test result. The Drug Program Coordinator shall notify the student and his or her parent(s)/guardian(s) and any staff members responsible for implementing the consequences of this policy.
- j. **Request for a Retest.** A split specimen will be collected for all testing methods, with the exception of alcohol testing. A positive alcohol test will be confirmed with an EBT device. A student's parent(s)/guardian(s) may request that the split specimen be tested at a second nationally certified laboratory from a list provided by the MRO. The request for the test must be submitted in writing to the MRO (with a copy sent to the Drug Program Coordinator) within 72 hours of being notified of the final testing result. The student and his or her parent(s)/guardian(s) must pay the associated costs for an additional test in advance. The costs will be reimbursed if the result of the split sample test is negative. The student will remain subject to the consequences of this policy during the retesting procedure.
- k. **Scope of Tests:** The drug screen tests for one or more illegal drugs, alcohol, and/or tobacco. The Drug Program Coordinator shall determine which illegal drugs shall be screened, but in no event shall that determination be made after the selection of students for testing. Student samples will not be screened for the presence of any substances other than an illegal drug or for the existence of any physical condition other than drug use.
- l. **Non-Punitive Nature of Policy:** No student shall be penalized academically for testing positive for illegal drugs or alcohol. The results of drug tests pursuant to this policy will not be documented in any student's academic records. Information regarding the results of drug tests will not be disclosed to criminal or juvenile authorities absent legal compulsion by

valid and binding subpoena or other legal process, which the district shall not solicit. In the event of service of any such subpoena or legal process, the student and the student's custodial parent or legal guardian will be notified as soon as possible by the district.

7. Refusal to Test.

A student who refuses to submit to a drug test authorized under this policy, or fails or refuses to comply with any other provision of this policy, shall not be eligible to participate in any activities covered under this policy including all meetings, practices, performances and competitions for the **next twelve (12) months.**

8. Tampering.

Tampering is the use of any agent or technique which is designed to avoid detection of a drug and/or compromise the integrity of a drug test and is prohibited. This includes providing false urine samples (for example, urine substitution), contaminating the urine sample with chemicals or chemical products, the use of diuretics to dilute urine samples, and the use of masking. If the MRO or the Drug Testing Coordinator determines that a student tampered with a drug test, the student shall be deemed to have submitted a positive test.

If a student has been selected to test and they enter the restroom while in the testing room and clear their bladder without producing a sample for testing, this will be considered a violation of the protocols and will be treated as a positive test.

The use of any such agent or technique shall be treated as a positive test for drugs prohibited by this Policy and shall be subject to the penalties set forth in Section 9 of this Policy.

9. Maintenance of Records

All results of drug testing shall be confidential. Procedures for maintaining confidentiality will be developed by the school district and the testing organization. The Drug Testing Coordinator shall maintain records of positive tests in a secure location. This information will not be available to anyone other than appropriate school personnel and parents. This information will be destroyed upon the student's graduation or one year after the student's class graduates. Under no circumstances will this information become a part of the student's permanent file, nor will it be sent to another school when the student moves to another district or transfers to another school. The school district will not share drug testing results with any law enforcement agencies.

10. Appeal

The school district will rely solely upon the opinion of the MRO to determine whether the positive test result was the result of the consumption of a drug. There shall be no appeal of the test result to any school administrator or the board of education.

11. Severability

If any portion of this policy is deemed to be contrary to the law of the state of Nebraska or the United States by judicial decision or an act of Congress, then only such portion or provision directly deemed to be unconstitutional shall be stricken, and the remainder of the policy shall remain in full force.

12. Prescription Drug Error Positive

A student that is determined to have used a prescription drug without a legal prescription in their name will be given a positive test result by the MRO. If in meeting with the Parent/Guardian it is determined that this is the result of a parent/guardian error and not an intended abuse of the substance, the following will occur: The parent will submit, in writing to the designated official, an explanation of the error and recognition of the law in regards to prescription drugs. Upon receipt of this document and recognition as a reasonable explanation by the Designated Official, the suspension from driving and activities will be lifted and no assessment or intervention will be required. The student will undergo a follow-up drug screen at the parent's expense to ensure the banned substance(s) are gone or in decay. Upon completion of these requirements, this positive test will be removed from the student's record. This rule may only be applied one time in a student's enrollment within the school district. Further errors ruled positive by the MRO will constitute the actions listed above.

13. Consequences for Testing Positive.

Whenever the MRO Certifies and has reported that a test result indicates the presence of drugs, Drug Program Coordinator shall schedule and hold a confidential meeting with the student, parent/guardian, and sponsor/coach. Other members of the school's administration may also attend the meeting. At the meeting, the Drug Program Coordinator shall explain the drug testing procedures and the policy of the district. The consequences shall be as follows (All offenses are cumulative in grades 7-12):

ALCOHOL, TOBACCO, AND CONTROLLED SUBSTANCE VIOLATIONS:

1st Offense

- 35 Calendar Day Suspension from all Activities/Athletics from the date of discovery.
- Suspension can be reduced to 21 calendar days if the student attends an educational training session which is approved by the administration. The cost of the training will be at the expense of the student..
- 4 hours of voluntary service at Southern Valley School District
- 365 Day Suspension from all dances & royalty at Southern Valley School District
- Can reduce suspensions from dance and royalty to not being eligible for royalty if the student attends an educational training program. The cost of the training will be at the expense of the student.
- Student must submit to 3 follow-up drug tests at the expense of the student. The MRO may use quantitative results to determine if positive results on repeat testing indicate recent use of illicit or banned substances or the natural decline of levels of the illicit or banned substance from the body. If the MRO feels the quantitative levels determined to be above the established cutoffs do not reflect current use but natural decay, then a negative result may be reported.

2nd Offense

- 84 Calendar Day Suspension from all Activities/Athletics from the date of discovery which can be reduced to 63 calendar days if the student attends an educational training session which is approved by the administration. The cost of the training will be at the expense of the student.
- 12 hours of voluntary service at Southern Valley School District
- 365 Day Suspension from all dances & royalty at Southern Valley School District
- Can reduce suspensions from dance and royalty to not being eligible for royalty if the student attends an educational training program. The cost of the training will be at the expense of the student.
- Student must submit to 3 follow-up drug tests at the expense of the student. The MRO may use quantitative results to determine if positive results on repeat testing indicate recent use of illicit or banned substances or the natural decline of levels of the illicit or banned substance from the body. If the MRO feels the quantitative levels determined to be above the established cutoffs do not reflect current use but natural decay, then a negative result may be reported.

3rd Offense

- 365 day suspension from all Activities/Athletics from the date of discovery
- 20 Hours of voluntary service at Southern Valley School District
- 365 Day Suspension from all dances and royalty at Southern Valley School District.
- The student must attend an educational training session at their expense.
- Student must submit to 3 follow-up drug tests at the expense of the student. The MRO may use quantitative results to determine if positive results on repeat testing indicate recent use of illicit or banned substances or the natural decline of levels of the illicit or banned substance from the body. If the MRO feels the quantitative levels determined to be above the established cutoffs do not reflect current use but natural decay, then a negative result may be reported.
- The student must complete a drug/alcohol/tobacco evaluation by a certified counselor and follow the recommendations of the counselor to return to participation.

4th Offense

- Lifetime ban of participating in Activities/Athletics at Southern Valley School District
- Lifetime ban from all dances and royalty at Southern Valley School District
- The student must complete a drug/alcohol/tobacco evaluation by a certified counselor and follow the recommendations of the counselor.

If the suspension is not completed or the offense occurs in the summer the suspension will carry over to the next school year and begin on the first day of fall practice if the student participated in a fall activity. If they do not it starts the first day of school.

A calendar day means any day on a 7 day calendar.

If a student does not have a positive test for 365 days they will get one violation back one time.

****Students serving a suspension are still expected to attend and participate in practice and will be allowed to be on the bench with the team. **Students on suspension will not be allowed to leave school early to ride with the team. If a team/activity leaves after school is dismissed, the student may be permitted to ride with the team per coaches discretion.** Any activities during the summer will be considered practice.****.

Fan & Parent Code of Conduct

The intent of the Southern Valley School Districts Activities program is to provide a wide variety of opportunities for our students to explore their gifts and talents through the Arts and Competition. The intent is for students to learn the value of teamwork, dedication, determination, goal setting, and sportsmanship. As a district we want our fans and parents to set the example of sportsmanship through respect for the game, opponents and officials for our students to follow. Behavior that does not follow these guidelines is unacceptable and will not be tolerated. If you as a fan or parent at an activity are not providing a good example for our students to follow you will be asked to meet with the Activities Director and will be given a written warning of the poor behavior and the consequences if this type of behavior occurs again. If you are ejected from a game for poor fan behavior or fan misconduct you will be automatically given up to the following suspension. This suspension will not be shorter but can be made longer by the Administrative Team, if conduct dictates so.

1st Offense: 14-day suspension from all Southern Valley Activities and Athletics.

2nd Offense: 365-day suspension from all Southern Valley Activities and Athletics.

3rd Offense: Lifetime suspension from all Southern Valley Activities and Athletics.

Section Five: Concussions

A Parent's Guide to Concussions

WHAT IS A CONCUSSION?

A concussion is a brain injury that results in a temporary disruption of normal brain function. A concussion occurs when the brain is violently rocked back and forth or twisted inside the skull as a result of a blow to the head or body. An athlete does not have to lose consciousness (“knocked-out”) to suffer a concussion.

CONCUSSION FACTS

- It is estimated that more than 140,000 high school athletes across the United States suffer a concussion each year. (Data from NFHS Injury Surveillance System).
- Concussions occur most frequently in football, but girl’s lacrosse, girls’ soccer, boy’s lacrosse, wrestling, and girls’ basketball follow closely behind. All athletes are at risk.
- A concussion is a traumatic injury to the brain.
- Concussion symptoms may last from a few days to several months.
- Concussions can cause symptoms that interfere with school, work, and social life.
- Athletes who have symptoms from a concussion should not return to sports because they are still at risk for prolonging symptoms and further injury.
- A concussion may cause multiple symptoms. Many symptoms appear immediately after the injury, while others may develop over the next several days or weeks. The symptoms may be subtle and are often difficult to fully recognize.

WHAT ARE THE SIGNS AND SYMPTOMS OF A CONCUSSION?

Signs Observed by Parents or Guardians

- Appears dazed or stunned
- Is confused about assignment or position
- Forgets an instruction
- Is unsure of game, score, or opponent
- Moves clumsily
- Answers questions slowly
- Loses consciousness (even briefly)
- Shows behavior or personality changes
- Can’t recall events prior to hit or fall
- Can’t recall events after hit or fall

Symptoms Reported by Athlete

- Headache or “pressure” in head
- Nausea or vomiting
- Balance problems or dizziness
- Double or blurry vision
- Sensitivity to light or noise
- Feeling sluggish, hazy, foggy, or groggy
- Concentration or memory problems
- Confusion
- Does not “feel right”

WHAT SHOULD I DO IF I THINK MY CHILD HAS HAD A CONCUSSION?

An athlete who is suspected of having a concussion must be removed from play immediately, whether it is in a game or practice. Continuing to participate in physical activity after a concussion can lead to worsening concussion symptoms, increased risk of further injury, and even death. Parents and coaches are not expected to be able to “diagnose” a concussion, as that is the job of a medical professional. However, they must be aware of the signs and symptoms of a concussion and if they are suspicious, the child must stop playing:

WHEN IN DOUBT – SIT THEM OUT!

Every athlete who sustains a concussion needs to be evaluated by a health care professional who is familiar with sports concussions. Parents should call their child’s physician, explain what has happened, and follow the physician’s instructions. A child who is vomiting, has a severe headache, or has difficulty staying awake or answering simple questions should be taken to the parent’s doctor or emergency room immediately.

WHEN MAY AN ATHLETE RETURN TO PLAY FOLLOWING A CONCUSSION?

No athlete who has suffered a concussion should return to play or practice the same day. Previously, athletes were allowed to return to play if their symptoms resolved within 15 minutes of the injury. Studies have shown that the young brain does not recover quickly enough for an athlete to return to activity in such a short time.

Concerns about athletes who return to play too quickly have led state lawmakers in Oregon and Washington to pass laws stating that **no athlete shall return to play on the day he or she suffered a concussion and the athlete must be cleared by an appropriate health care professional before he or she are allowed to return to play in games or practices.** The laws also mandate that coaches receive education on recognizing the signs and symptoms of concussion.

Once an athlete is free of symptoms of a concussion and is cleared to return to play by a healthcare professional knowledgeable in the care of sports concussions, he or she should proceed with activity in a stepwise fashion to allow the brain to readjust to exertion. On average, the athlete will complete a new step each day. The return-to-play schedule should proceed as below following medical clearance:

Step 1: Light exercise, including walking or riding an exercise bike. No weight-lifting.

Step 2: Running in the gym or on the field. No helmet or other equipment.

Step 3: Non-contact training drills in full equipment. Weight training can begin.

Step 4: Full contact practice or training.

Step 5: Game play.

If symptoms occur at any step, the athlete should cease activity and be re-evaluated by a health care provider.

HOW CAN A CONCUSSION AFFECT SCHOOLWORK?

Following a concussion, many athletes will have difficulty in school. These problems may last from days to months and often involve difficulties with short and long-term memory, concentration, and organization.

In many cases, it is best to reduce the athlete's class load after the injury. This may include staying home from school for a few days, followed by a lightened schedule for a few days or perhaps a longer period of time if needed. Decreasing the stress on the brain soon after a concussion may reduce symptoms and shorten the recovery period.

WHAT CAN YOU DO?

- Both you and your child should learn to recognize the "Signs and Symptoms" of a concussion as listed above.
- Emphasize to administrators, coaches, teachers, and other parents your concerns and expectations about concussion and safe play.
- Teach your child to tell the coaching staff if he or she experiences such symptoms.
- Teach your child to tell the coaching staff if he or she suspects that a teammate has a concussion.
- Monitor sports equipment for safety, fit, and maintenance.
- Ask teachers to monitor any decrease in grades or changes in behavior that could indicate concussion.
- Report concussions that occurred during the school year to appropriate school staff. This will help in monitoring injured athletes as they move to the next season's sports.

OTHER FREQUENTLY ASKED QUESTIONS:

Why is it so important that an athlete not return to play until they have completely recovered from a concussion?

An athlete who has not fully recovered from an initial concussion is very vulnerable to recurrent, cumulative, and even catastrophic consequences of a second concussive injury. Such difficulties are prevented if the athlete is allowed time to recover from the concussion and return-to-play decisions are carefully made. No athlete should return to sport or other at-risk participation when symptoms of a concussion are present and recovery is ongoing.

Is a “CT scan” or MRI needed to diagnose a concussion?

Diagnostic testing which includes CT (“CAT”) and MRI scans are rarely needed following a concussion. While these are helpful in identifying life-threatening brain injuries (e.g., skull fracture, bleeding, swelling), they are not normally used, even by athletes who have sustained severe concussions. A concussion is diagnosed based upon the athlete’s story of the injury and the health care provider’s physical examination.

What is the best treatment to help my child recover more quickly from a concussion?

The best treatment for a concussion is rest. There are no medications that can speed the recovery from a concussion. Exposure to loud noises, bright lights, computers, video games, television, and phones (including text messaging) may exacerbate the symptoms of a concussion. You should allow your child to rest as much as possible in the days following a concussion. As the symptoms decrease, you may allow increased use of computers, phone, video games, etc., but the access must be reduced if symptoms worsen.

How long do the symptoms of a concussion usually last?

The symptoms of a concussion will usually go away within one week of the initial injury. You should anticipate that your child will likely be out of sports for about two weeks following a concussion. However, in some cases, symptoms may last for several weeks or even months. Symptoms such as headache, memory problems, poor concentration, and mood changes can interfere with school, work, and social interactions. The potential for such long-term symptoms indicates the need for careful management of all concussions.

How many concussions can an athlete have before he or she should stop playing sports?

There is no “magic number” of concussions that determine when an athlete should give up playing contact or collision sports. The circumstances surrounding each individual injury, such as the way the injury happened and length of symptoms following the concussion are very important and must be considered when assessing the athlete’s risk for further and potentially more serious concussions. The decision to “retire” from sports is a decision best reached following a complete

evaluation by your child's primary care provider and consultation with a physician or neuropsychologist who specializes in treating sports concussion.

I've read recently that concussions may cause long-term brain damage in professional football players. Is this a risk for high school athletes who have had a concussion?

The issue of "chronic encephalopathy" in several former NFL players has received a great deal of media attention lately. Very little is known about what may be causing dramatic abnormalities in the brains of these unfortunate retired football players. At this time, we have very little knowledge of the long-term effects of concussions that happen during high school athletics.

In the cases of the retired NFL players, it appears that most had long careers in the NFL after playing in high school and college. In most cases, they played football for over 20 years and suffered multiple concussions in addition to hundreds of other blows to their heads. Alcohol and steroid use may also be contributing factors in some cases. Obviously, the average high school athlete does not come close to suffering the total number or sheer force of head trauma seen by professional football players. However, the fact that we know very little about the long-term effects of concussions in young athletes is further reason to carefully manage each concussion.

Adapted from [A Parent's Guide to Concussion in Sports](#), National Federation of High School Associations.

Some of this information has been adapted from the CDC's "Heads Up: Concussion in High School Sports" material by the NFHS's Sports Medicine Advisory Committee. Please go to www.cdc.gov/ncipc/tbi/Coaches_Tool_Kit.htm for more information.

AUTHORIZATION AND ACKNOWLEDGEMENT

WARNING: SERIOUS CATASTROPHIC AND PERHAPS FATAL INJURY MAY RESULT FROM ATHLETIC PARTICIPATION

Many forms of athletic competition result in violent physical contact among players, the use of equipment that may result in accidents, strenuous physical exertion, and numerous other exposures to risk of injury. Students and parents must assess the risks involved in such participation and make their choice to participate in spite of those risks. No amount of instruction, precaution, or supervision will eliminate these risks. Students have suffered accidents resulting in death, paraplegia, quadriplegia, and other very serious permanent physical impairment while playing sports. By granting permission for your student to participate in athletic competition, you, the parent or guardian, acknowledge that such risk exists. Students will be instructed in proper techniques to be used in athletic competition and in the proper utilization of all equipment worn or used in practice and competition. Students must adhere to that instruction and utilization and must refrain from improper uses and techniques.

I understand the statement above and I understand that by allowing my student to participate in athletic events, I assume the risk that he/she may be injured, perhaps severely.

Signature of Parent

Printed Name of Parent

Date

Printed Name of Student

SOUTHERN VALLEY SCHOOLS
CONSENT TO PERFORM RANDOM DRUG TESTING
2024 - 2025

Student Name _____ Grade _____

As a student and parent:

- < We understand and agree that participation in extracurricular activities is a privilege that may be withdrawn for violations of the Extracurricular Drug Testing Policy.
- < We have read the Extracurricular Drug Testing Policy and understand the responsibilities and consequences as an activity participant if the student violates the policy.
- < We understand that when students participate in any extracurricular activity, they will be subjected to random drug testing, and if they refuse, will not be allowed to practice or participate in any extracurricular activity. We have read this consent statement and agree to its terms.
- < We understand this is binding while a student is enrolled in the Southern Valley School District.

CONSENT TO PERFORM DRUG TESTING

We hereby consent to allow the student named on this form to undergo drug testing for the presence of drugs, alcohol, and tobacco/nicotine in accordance with the Extracurricular Drug Testing Program adopted by the Board of Education. We understand that any samples will be sent only to a qualified laboratory for actual testing. We hereby give our consent to the medical vendor selected by the school board, their Medical Review Office (MRO), laboratory, doctors, employees, or agents, together with any clinic, hospital, or laboratory designated by the selected medical vendor to perform testing for the detection of drugs and to release the results of those tests as provided in the policy. We understand these results will be forwarded to school district officials and will also be made available to us. We agree to sign any necessary releases if requested to do so.

We understand that consent pursuant to this Consent to Perform Random Drug Testing will be effective for the extracurricular activities in which this student might participate during the current school year.

We hereby release the Southern Valley Board of Education and its employees from any legal responsibility or liability for the release of such information and records, pursuant to the policy.

Student Signature _____ Date _____

Parent/Guardian Signature _____ Date _____

ACKNOWLEDGEMENT OF CONDUCT CODE

I understand that as a student representing the school district in activities, I am obligated to comply with the athletic handbook, including the code of conduct. I understand that if I violate the code of conduct or other rules in this handbook, I may be suspended from participation in all co-curricular activities and/or school sponsored activities or events.

Signature of Student

Printed Name of Student

Date

Signature of Student

Printed Name of Student

Date

Signature of Student

Printed Name of Student

Date

I understand that my student is obligated by this handbook, including the statements above.

Signature of Parent

Printed Name of Parent

Date

2024 - 2025

***SOUTHERN VALLEY
SCHOOL DISTRICT #540***

Teacher's Handbook

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INTRODUCTION

The purpose of this handbook is to assist you during your tenure with the Southern Valley School District. It most certainly will not answer all of your questions, but some basic points are clearly stated. The Board of Education has a written and adopted set of board policies -- a copy of these policies, and the administrative rules and regulations are available to the staff. It is strongly suggested that each teacher read the board policies and administrative rules and regulations. These will also assist you in understanding how our school district functions.

All questions and/or problems cannot be covered in this handbook, the board policies, or the administrative rules and regulations. When you are in a situation not covered by the policies, rules and regulations, or this handbook, arrange a conference with your principal or the superintendent.

The Southern Valley School District does not discriminate on the basis of race, color, national origin, gender, marital status, disability, or age in admission or access to, or treatment of employment, in its programs and activities. The following person has been designated to handle inquiries regarding complaints, grievance procedures or the application of these policies of nondiscrimination: Superintendent Bryce Jorgenson, 43739 Highway 89, Oxford, NE 68967, (308) 868-2222.

Board of Education

Ryan Hunt – President
Steve Hunt- Vice President
Todd Brown - Secretary
Craig Baily - Treasurer
Mike Taylor - Member
Mike Stalder - Member

Administration

Bryce Jorgenson – Superintendent
Josh Lanik – 7-12 Principal/Athletic Director
Mark Grove – PK-6 Principal

Classified Staff

Dana Gesick – Secretary/Business Manager
Pam Wessels – Jr/Sr High Secretary/AD Secretary
Margaret McInturf – Elementary Secretary
April Reaves – Lunch Coordinator/Activities Administrative Assistant

Ashley Billeter -- School Nurse
Amy Russell – Elementary Library Aide
Amanda Adams -- Para Educator
Joanna Chesterman – Para Educator
Linda Culver -- Para Educator
Samantha Ehrke – Para Educator
Adrianna Frerichs – Para Educator
Tina Hutchens -- Para Educator
Gloria Kimball -- Para Educator
Megan Kresin - Para Educator
Ellen Kuhl -- Full Time Sub
Georgia Mroczek -- Para Educator
McKenzie Ortega – Para Education
Lucinda Smith – Para Educator
Gerald Utterback – Para Educator
– Para Educator

Jr. Sr. High School Staff

Bryce Jorgenson – Superintendent
Josh Lanik - - - 7-12 Principal/Athletic Director
Justin Adams - - - Social Studies
Dexter Becker - - - Physical Education/Weight Training
Ashley Blickenstaff - - - English and Journalism
Joey Bose - - - Math
Kristi Bose - - - English & Media
Tina Brown - - - Special Education
Marjorie Damitog - - - Science
Linda Dannehl - - - FCS
Kelsie Eman - - - Math
Jeremy Epp - - - Social Studies
Jared Fausch - - - Computer Coordinator and LAN Manager
Chad Hamilton - - - Math
Hannah Hofaker - - - Instrumental
Stephanie Holste - - - Special Education
Jason Huerta - - - Spanish and Auto Mechanics
Melinda Hunt - - - 7-12 Guidance
Rebecca Jorgenson - - - Art
Emily McDonald - - - School Psychologist
Richard McDonald - - - Science
Allison Railsback - - - Agriculture, Science, and Welding
Brad Reaves - - - Industrial Arts & Technology
Tabitha Stalder - - - Vocal
JoHanna Utterback - - - English and Drama
Joe York - - - Business Education

Elementary Staff

Bryce Jorgenson - - - Superintendent
Mark Grove - - - Principal
Danielle Schultz - - - Pre School
Jennifer Aerni - - - Pre School
Jordyn DeVries - - - Kindergarten
Morgan Huxoll - - - Kindergarten
DeAnna Ruskamp - - - First Grade
RayAnn Roskop - - - First Grade
Lacy Rice - - - Second Grade
Haley Reed - - - Second Grade
Courtney Amundson - - - Third Grade
Holly Hunt - - - Third Grade
Chelsey Sutton - - - Fourth Grade
Addison Johnson - - - Fourth Grade
Ali McCord - - - Fifth Grade
Glenna Miller - - - Fifth Grade
Jennifer Burns - - - Sixth Grade
Krista Guthrie - - - Sixth Grade
Rena Brooks - - - Title I
Hennessey Lans - - - Special Education
Kim McQuiston - - - Special Education
Tricia Weatherwax - - - Guidance
Emily McDonald - - - School Psychologist
Amanda Lans - - - Speech Therapist
Kristi Bose - - - Librarian
Tabitha Stalder - - - Vocal Music
Hannah Hofaker - - - Instrumental Music
Patty Hansen - - - Art
Ali Hosier - - - P.E.

Staff is provided, by Educational Service Unit #11, for special needs

Classified Staff

Denise Wiedel - Food Service Manager

Brenda Cook – Assistant Cook

Lena Jackson – Assistant Cook

Brandi Clark -- Assistant Cook

Justin Coffman - Maintenance Supervisor

Kevin Harper – Custodian

Joshua Karash -- Custodian

Becky Robinson – Custodian

Leighton Schmidt – Transportation Director

Chloe Bennetts – Bus Driver

Fred Brown – Bus Driver

Todd Brown – Bus Driver

Ryan Hunt - Bus Driver

Tina Hutchens – Bus Driver

Chris Joppa -- Bus Driver

Janet Schmidt - Sp. Ed. Driver

Mike Schwanz – Bus Driver

Dennis Tegtman – Bus Driver

Kirk Einspahr -- Activity Driver

Mike Taylor – Activity Driver

SCHOOL CALENDAR 2024-2025

August 12 & 13	Teacher Workdays
August 14	First day for Students (Friday Dismissal)
September 2	Labor Day -- No School
September 18	No School - Teacher In-Service Parent Teacher Conferences (1:30-7:30 p.m.)
October 11	End of 1st Quarter
October 14	Start of 2nd Quarter
October 18	Fall Break - No School
November 6	Friday Dismissal - Teacher In-Service
November 27 - 29	Thanksgiving Vacation - No School
December 13	Wrestling Invite -- No School for students
December 20	End of First Semester (Friday Dismissal)
December 22 - 26	NSAA Moratorium
January 6	School Resumes
January 22	Friday Dismissal - Teacher In-Service
February 13	Parent Teacher Conferences (1:30-7:30 PM) (12:30 dismissal for students)
February 14	Spring Break -- No School
March 5	End of 3rd Quarter
March 6 & 7	Spring Break -- No School
March 10	Start of 4th Quarter
April 18	Easter Break -- No School
April 21	Easter Break -- No School
May 10	Senior Graduation – 1:00 PM
May 12	SV JH Track Invite -- 12:30 Dismissal
May 20	End of Second Semester -- Last day of school
May 21	Teacher Workday

PERSONNEL POLICIES

Reports and Records

You will be asked to make certain reports and keep and maintain certain records for the office and the principal. Please attempt to get them in on time and correctly done. Your cooperation will increase the efficiency of the entire school.

Teachers Files

The administration, according to statute, maintains a file on each teacher. Contained in those files is a variety of information: the teacher's teaching certificate, transcript, employment data, teacher evaluations, teaching credentials, professional growth, and in limited occurrences, documentation of disciplinary or commendations episodes. Completed teacher evaluation forms and other documentation of teacher performance are only placed in the file if it has previously been shared with the teacher. Those files are accessible to each respective teacher. If a teacher requests access to his or her file, it shall be shared in its entirety. The only exception is if that teacher has requested letters of recommendation which were included as confidential. In such instances, the college credentials will be removed before the teacher is given the file to review. The administration maintains only one file on each teacher, and it is open to inspection by the teacher at any time. If you have questions about the content of your file, please inspect that file in the office.

Teachers Certificates

Certificates of new teachers should be registered with the Superintendent as soon as possible. All teachers must have an official transcript of credits filed in the school office.

Evaluations

The appropriate district administrator will evaluate tenured and probationary teachers as required by law and district policy. Additional evaluations, both formal and informal, may be conducted as the district administration deems appropriate.

Additional Hours

The deadline for placement on the salary schedule for additional hours earned in the summer will be September 1st. Hours earned following that date will apply for the following school year. All additional hours of credit require the superintendent's approval before movement will be allowed on the salary schedule.

Professional Growth

The Southern Valley School District #540 recognizes the significance of professional growth and shall encourage the continued growth and development of certificated personnel subject to the regulations adopted by the Board of Education.

Each tenured teacher shall have a six year professional growth period during which time the permanent staff member is required by statute to give evidence of professional growth. Each permanent staff member must submit evidence showing completion of acceptable professional growth activities totaling 24 points. Excessive points earned during one growth period may not

be carried over into succeeding professional growth periods.

Application for the approval of professional growth activities shall be made on the prescribed forms. A separate application shall be submitted for each activity for which growth points are requested.

Extra Duties

From time to time all teachers will be asked to assist with extra duties such as selling tickets at games or other events. Teachers have been very cooperative in the past, and it is sincerely appreciated. The administrator will make an effort to equalize the number of assignments.

Paychecks

Teachers shall be paid in twelve equal installments, unless requested otherwise. Payday is usually the 20th day of each month.

Absence Without Pay

If you find that you must be absent for reasons other than those listed, you may request permission to do so. Please refer to the master agreement between the SVEA and School Board to see how this will be handled.

Workmen's Compensation

All employees of this school are covered by workman's compensation. Should you sustain any injuries while on duty be sure to report it to the superintendent immediately so that proper claims can be made for any medical cost involved.

Teacher's Hours

Tardiness on the part of the teacher in reaching school or the classroom results in many problems. Promptness is also an indication of one's interest and professional attitude.

TEACHERS ARE TO BE IN SCHOOL AND AVAILABLE FOR STUDENT AND HALL SUPERVISION BY 8:00 A.M., and are to remain until 4:00 P.M. unless they have coaching or other duties.

Teacher Attire

As professionals, our certificated staff is requested to dress the part. Appropriate, professional attire is expected of our teachers and administrators. Blue jeans will be allowed for a fee on Friday's and some other special occasions. The attire of teachers and administrators does have an impact on the important interactions common in our business.

Preparation for Classes

Every child under your instruction has the right to expect you to be prepared every time you face the class. This is one of the best ways to gain and keep the respect of your pupils.

Preparation for Substitute Teachers

Substitute teachers will normally be hired to take the place of teachers absent from duty. Your lesson plans should reflect the fact that your substitute may have few if any, hours in your

subject area.

Each teacher should have the following items available at all times:

- a. Complete lesson plans
- b. Daily instructional schedule
- c. Current seating chart
- d. Fire drill procedures
- e. Special duties and directions to cover each individual class

Activity During School Days

When students are going to be absent from school for a school sponsored activity, the teacher/sponsor should duplicate a complete list of students who will be absent. This list should be turned in to the principal's office, in advance, so that it can be circulated to teachers. The teacher/sponsor will distribute a complete list of students to all Secondary Teachers, Principal, and Activities Director in advance of the school-sponsored activity

Teacher Meetings

There will be teacher meetings held at the discretion of the building administrator. Other faculty meetings may be called when needed. All teachers are expected to attend unless they are absent from school. Teacher meetings are designed to be helpful and to promote understanding of education and the school system.

Leaving the Building

During the normal school day, excluding a teacher's lunch period, any faculty member who finds it necessary to leave the building should notify the Principal and if the Principal is not available notify the office personnel.

Testing System

All secondary teachers are to give final semester assessments unless excused by the administration.

Ethics

Loyalty is an integral part of most any code of ethics. If you work for an organization, support that organization. If there are things you cannot support, bring them out and discuss them with those in charge of the organization. Anything less than that will be considered unethical by the school; gossiping, talking behind one's back, or causing unrest with fellow teachers are undesirable examples.

Employee Compliance with Drug Free School Act Policy #1.32

Southern Valley School District #540 is committed to providing an employment environment that is safe and provides appropriate motivation to ensure a creative and productive workforce. To this end, the District unequivocally endorses the philosophy that the workplace should be free from the detrimental effects of illicit drugs and alcohol.

In compliance with federal public law, our schools must notify employees and students that it is unlawful and, therefore, absolutely prohibited for any employee or students of the District to engage in the unlawful possession, use, or distribution of illicit drugs and alcohol on

school premises or as a part of any of the school's activities.

See definitions and procedures printed in the policy book located in the office of the Superintendent.

School Records

A cumulative record shall be maintained for each student from the time of entrance into school through the twelfth grade. Such records may be used only for the benefit, promotion, or welfare of the pupil. A separate confidential record shall be maintained for each student having records such as psychological reports; individual testing reports; medical records of a confidential nature; etc.

All material in each cumulative record and in each student record shall be treated as confidential and shall be directly accessible only to the professional staff of the school, to the student, to the student's parents or guardians, and to those persons who will use the information for the professional purpose of helping the student.

The student records are maintained under the direction and supervision of the building principal and counselor. All individuals responsible for working with students' records have an obligation to update these records and provide a continuous evaluation of the contents.

Student records information will not be released to individuals, agencies, or institutions unless the request is accompanied by a written consent from the student and the parent/guardian of a student under 18 years of age.

Records of handicapped students shall remain confidential in accordance with P.L. 93-380. This confidentiality shall apply to all personally identifiable data.

Report Cards and Parent Contacts

Report Cards are designed primarily to help pupils achieve the educational goals of the school system and secondly, to help parents understand the progress their child is making toward achieving the goals and objectives of the various courses.

No report card can convey complete understanding of the total school program or adequately explain the progress of every pupil. Conferences, letters to the home, and telephone conversations to the home must be made to supplement the report card. Whenever special contacts are made by a teacher with a student's home, please notify your building principal and maintain open and consistent lines of communication.

Whenever you make a contact with home concerning a student in academic difficulty, request that the parents make a return call to you later in that same grading period to check on the child's academic progress. This will shift part of the child's academic responsibility to the parent and improve the teacher's position at the end of the grading period if questions arise.

Grade Book

The PowerSchool program is the district's official means of recording and keeping accurate records of grades. A Grade Book can still be used by any staff member to keep a hard copy of their grades, however, it is not required.

It is acknowledged that in a staff of our size, there will be a variety of ways in which the grade book is kept. This is perfectly acceptable. However, regardless of the method used, the grade book must accurately contain at least the following information:

1. Complete class roster with all students names entered completely,

2. accurately and in alphabetical order;
2. Record grades of all assignments that are used to determine quarterly and semester grades. Also, record total points possible for each assignment. When number or letter grades are given, be sure to give the numerical scale;
3. An explanation as to how a teacher arrives at his or her quarterly or semester grades is also to be noted.
4. Grades are to be recorded via PowerSchool on a weekly basis. **Grades are to be updated no later than 9:00 a.m. each Friday.**

Grading

At the end of the first four and one half weeks of each grading period, each JR-SR High teacher is to mail down slips to those students who are failing, or are in jeopardy of failing, in their classroom performance. At that time, the teacher is to indicate to the parents that a conference is deemed necessary.

Teachers are expected to have an average of two grades per week for classes that meet every day. By the end of three weeks of each quarter, teachers will have at least five grades entered for classes that meet 5 times per week and three grades for classes that meet 2-3 times per week. This will allow students opportunities to improve their grades throughout the grading period and for teachers to assess their learning.

An “interim” report is used by teachers to identify in writing, radical changes in progress of a student. Such a report should be viewed by parents as a clear signal of concern.

All grades should be registered according to the grading scale by the school district.

The grading scale is as follows:

93 - 100	A
85 - 92	B
77 - 84	C
70 - 76	D
Below 70	F

All grades recorded on the Jr. Sr. High grade reports are to be NUMERICAL & LETTER. Report cards will be mailed to the elementary students and mailed to the Jr. Sr. High students following the close of the nine-week grading periods.

Communications

Many hard feelings and misunderstandings can be eliminated or minimized with a more concerted communications effort. Progress reports are time-consuming, but they are important. Parents must be kept informed about their child’s progress. Parents find it difficult to understand and accept below-standard student academic marks at the standard grading periods when the teacher has not previously apprised the parents of inferior student work. Teachers are expected to regularly report student progress by means of the weekly and mid-term progress reporting system. Communication with parents about student successes is likewise important. Phone calls to parents are excellent means of expressing positive comments about students, but that means may be somewhat threatening to some teachers.

Supervision of Students

DISCIPLINE IS EVERYBODY'S BUSINESS AND CONCERN. As a teacher you have authority over every student, and not just in your own classroom. Don't ever hesitate to stop trouble in halls, lunchroom, restrooms, etc. If you feel a neighboring classroom is noisy and that it disturbs your class, tell the teacher yourself. Many times we allow noise to build up without even realizing it. **Teachers are not to leave the class unattended for any length of time.** You run the risk of being held liable for any accidents which may occur while you are out of the room. Supervision during school activities is a joint responsibility of all teachers present. If you detect pupil misbehavior during a school activity, it is appropriate that you correct the situation. Supervision of hallways between classes is the responsibility of all teachers. Be in position to supervise in the mornings when the students enter the building as well as at noontime.

Supervision After Hours

A teacher is never to allow students to use any part of the school building before or after school unless the teacher is there to supervise. Whenever a group participates in any activity, practice, or games, the teacher should be the last to leave the facility. All lights should be extinguished and the doors locked.

IT IS NOT GOOD POLICY TO ALLOW STUDENTS TO USE YOUR KEYS.

Technology Systems Use Policy

Membership in such a community requires awareness and practice of acceptable behaviors. These behaviors apply to all levels of technology, whether using a single computer or using Internet resources. In addition, the school district is bound by contract to other providers of services to require certain acceptable behaviors.

Individuals must apply for access to our technology systems. Applicants must be aware of the stipulations of this policy and its related administrative policies and agree to them before access will be granted. **A copy of current specific administrative policies is available from the office at request.**

Procedures for Drug/Alcohol Problems

1. In cases where a student's actions are abnormal enough to suggest the use of drugs or alcohol, but no direct evidence is present, all instructors are to:
 - a. Notify the building administration of your observations and reason for a concern in all cases; then, follow this up with a brief written statement.
 - b. If you are suspicious of a student's actions in class, send a note to the office and an administrator will come to your classroom. Do not make any accusations.
 - c. The student will be brought to the office where the issue will be discussed further and appropriate action will be taken.
 - d. If you have reason for concern about a student's actions and wish to deal with them on a personal basis, please feel free to do so. However, make the problem and your actions known to the administration. This protects you and your actions and it also brings a possible issue into better focus in the event of more than one person is seeing the same thing.
2. In cases where a student is obviously under the influence of drugs or alcohol, you are

obligated to notify the building administration at once. The student will be removed from the school pending appropriate action.

3. Where specific information pertaining to drug abuse outside of school comes to your attention, please make this available. This will be discreetly monitored in the office to determine if further action should be taken.

Excusing Pupils

No teacher will excuse any pupils on request of strangers or on a request coming in writing or over the telephone where the teacher is not certain that it is the parent who is making the request. Any request coming from sources which might not be approved by the parents should not be granted. If the teacher is in doubt at any time about the request to excuse the pupil, it is better to refuse to grant the request than to allow the pupil to be called out of class.

Student telephone calls should be held to those that are essential, and unless it is an emergency call, students will not be called to the telephone. The number will be taken and given to the pupil to call back at the close of the period or after dismissal.

Student passes should be kept to a minimum. The continual movement of students in the hall can be very disruptive to classes. There are very few occasions where students should be given passes to leave the school grounds. In all cases students should check out in the principal's office before leaving.

Community Relations

Your membership in community activities is indicative of your attitude toward the community. Do not spread yourself too thin, but your participation is important. Too often teachers are accused of not taking part in community life.

Use Of Tobacco On School Premises Or At School Activities

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

Custodial Staff

The custodians in each building are responsible to the superintendent or his designee. Teachers should contact their building principal about any repairs which they wish to have made in their rooms.

You can aid the custodians by making sure that your room is cared for. Our custodians are valuable assets to our school. Do all that you can to help them.

Building Appearance

Please take pride in the building and in your room in particular. This includes keeping the room neat and clean and providing something of interest such as pictures, bulletin boards, etc. It is urged that your room be locked at night and any time you will be out for more than just a few minutes.

School Property

Teachers are responsible for property in their department or room. A complete inventory of all items and their condition should be turned in to the superintendent each school year. Teachers are to be on the lookout for damage to school property and to report such damage to the office. Encourage students to take care of such property. Equipment (chairs, computers, etc.) is not to be taken from the school unless permission is granted from the office. The school will not be responsible for personal items brought to school by staff or students for school use.

Emergencies

In case of an accident where medical help is needed, make sure that the parents are notified. If a child becomes ill and needs to be sent home, contact the office so parents may be notified. In all accidents requiring medical attention you must fill out a report and hand it in to the office. This should be done the same day if at all possible.

General Fund Purchasing

All general fund purchasing will be made through the office and must have the direct approval of the principal/superintendent. Special printed purchase orders are issued by the office for ordering materials from sources outside the school. Purchases will not be made without a purchase order signed by the superintendent. Purchases made without permission are your personal obligation and your responsibility.

Activity Fund Purchasing by Organizations

Purchases made by classes or other organizations must have the approval of the sponsor prior to the approval of the principal. Purchases will not be made without a signed school purchase order.

Dues, Fees, Collections, Funds, etc.

The superintendent's office acts as treasurer for all classes, clubs and other school organizations. All payments are made through that office and receipts are deposited there. Instructors in charge of various groups and organizations should explain this to their groups and see that the policy is carried out. The office reserves the right to approve all collections or the amount of all class or organizations dues, all assessments, collections or requests for funds of any nature which are sought from the student body, groups, or individuals. Likewise, all fundraisers and other such projects shall be submitted to the principal/superintendent for approval prior to scheduling such events. In departments where materials are sold to pupils, such as shop, music, athletics, etc., the instructor shall collect for all materials and fees and will be required to hand in an itemized list of materials sold.

DO NOT KEEP MONEY IN YOUR ROOM OVERNIGHT.

Mileage

There will be certain times when the school district will pay expenses for teachers who are out of town for school purposes. These trips must be approved before the trips are made. No payment will be made until the proper expense sheet has been filled out and returned to the superintendent's office. The mileage reimbursement rate of \$0.50 per mile will be paid to those approved.

Proper Driving of School Vehicles

School staff members are often required to drive school vehicles for school business. Rules of the road must be followed. Speeding will not be condoned. Not only are unlawful driving practices unsafe, the public is often understandably concerned.

Class Meetings (change from tutorial to study hall time)

All class meetings, group meetings, or any activity meetings which meet during study hall must be cleared through the principal's office. Sunday activities are not to be scheduled. No meetings are to be scheduled on Wednesday evenings.

Teaching Supplies

Supplies may be obtained from the office. Do not send students for teaching supplies.

To enable us to maintain proper control of supplies, all supplies will be distributed by the office staff. Teachers are asked to refrain from taking supplies from the storage areas.

Copiers

The use of the school's copiers shall be for necessary school use only. Any copies other than for necessary school use will cost \$.25 per copy.

For students, only teacher's assistants should be using the copy machines unless they are allowed by the administration. Teachers are not to send random students to make copies for them.

Mail

Each teacher will have a mailbox. All incoming mail will be distributed in these boxes. Please try to check your mailbox each morning, noon, and evening for memos, mail and announcements. Also, please do not let things pile up in your mailbox. Notices from the principal or superintendent are not easily seen when boxes are partially filled.

Passes

Every member of the school staff will receive an activity pass for himself/herself and his/her spouse (as per RPAC Policy). These passes are not transferable.

EXTRACURRICULAR ACTIVITIES POLICIES

Meals

There will be times that extracurricular activities will be gone for a period of time when the students will need to eat a meal(s). The daily allotment of \$30 per student will be the limit that Southern Valley Schools will cover the meal prices. Anything in excess of the \$30/student will either be paid for by the (a) group funds or (b) individual students. Please use professional judgment when choosing the establishments that you take students to eat. The \$30 allotment does not include regular-season contests or competitions unless there is an overnight stay.

Supervision

Sponsors of extracurricular activities should be the first to arrive and the last to leave once all students have left campus. Do not leave students sitting outside of the school while you leave them here alone. Locker rooms should be supervised by at least one sponsor/coach at all times to limit the amount of horseplay and unsupervised students.

For trips where overnight stays are included, there should always be an adult with the student group. At no point should the students be left unattended without supervision on the trip.

Manager Limits

For travel during road games, student manager limits are 4 per team on school-provided transportation, pending availability of seating on the school vehicles. Southern Valley will not add extra vehicles to the traveling party to accommodate student managers.

Ineligible Students

Any student who is ineligible (academic, drug violation, etc) will not be allowed to leave during the school day for field trips or extracurricular activities. Student groups or teams that leave after school dismissal will be allowed to take ineligible students at the coach's discretion.

SOUTHERN VALLEY JR SR HIGH SCHOOL
BELL SCHEDULE
Monday through Thursday

<u>TARDY BELL</u>	<u>CLASS OUT</u>	<u>PERIOD</u>
8:20	9:07	First Period
9:07	9:54	Second Period
9:54	10:41	Third Period
10:41	11:28	Fourth Period
11:28	12:15	Fifth Period
12:15	1:24	Lunch/Study Hall
1:24	2:11	Sixth Period
2:11	2:58	Seventh Period
2:58	3:45	Eighth Period

Group 1: Lunch 12:15-12:43	Study Hall 12:43-1:24
Group 2: Study Hall 12:15-12:56	Lunch 12:56-1:24

SOUTHERN VALLEY JR SR HIGH SCHOOL
BELL SCHEDULE
Friday

<u>TARDY BELL</u>	<u>CLASS OUT</u>	<u>PERIOD</u>
8:20	9:05	First Period
9:05	9:50	Second Period
9:50	10:35	Third Period
10:35	11:20	Fourth Period
11:20	12:05	Fifth Period
12:05	1:15	Lunch/Sixth Period
1:15	2:00	Seventh Period
2:00	2:45	Eighth Period

Group 1: Lunch 12:05-12:30	Class 12:30-1:15
Group 2: Class 12:05-12:50	Lunch 12:50-1:15

**2024-2025
SOUTHERN VALLEY
COACH/SPONSOR ASSIGNMENTS**

Football	Justin Adams, assisted by Jason Huerta, Dexter Becker & Coy Gideon
Jr. High Football	Justin Adams, assisted by Jason Huerta & Coy Gideon
Volleyball	Ali Hosier, assisted by Amanda Adams
Jr. High Volleyball	Ali Hosier and Amanda Adams
Softball (Coop with Alma)	Paige Houser, assisted by Gerald Utterback
Cross Country	Kristi Bose assisted by Pete Brown
Unified Bowling	Tina Brown, assisted by Leo Hinkle
Boys Basketball	Gerald Utterback, assisted by Colton Burgeson
Jr. High Boys Basketball	Gerald Utterback and Ali Hosier
Girls Basketball	Richard McDonald, assisted by Justin Adams, & Ashley Huerta
Jr. High Girls Basketball	Justin Adams and Ali Hosier
Wrestling	Rudy Glur, assisted by Coy Gideon & Pete Brown
Jr. High Wrestling	Dexter Becker & Coy Gideon
Bowling	Georgia Mroczek, assisted by Leo Hinkle
Sr. High Track	Richard McDonald, assisted by Justin Adams, Gerald Utterback, Haley Reed, Ali Hosier
Jr. High Track	RayAnn Roskop assisted by Dexter Becker & Gerald Utterback
Golf	Jeremy Epp
Trap Shooting	Tina Hutchens
Yearbook	Ashley Blickenstaff
Student Council	Stephanie Holste & Melinda Hunt
National Honor Society	Kristi Bose
Music	Hannah Hofaker & Tabitha Stalder
Cheerleading	Ashley Billeter
FBLA	Joe York
FCCLA	Linda Dannehl
FFA	Allison Railsback
Future Problem Solving	Kristi Bose
Elementary Quiz Bowl	Tricia Weatherwax
Jr. High Quiz Bowl	Kelsie Eman
Sr. High Quiz Bowl	Chad Hamilton
Mock Trial	TBD
Speech Team	JoHanna Utterback
One Act Play	JoHanna Utterback & Rebecca Jorgenson
Senior Class	Melinda Hunt
Junior Class	Kristi Bose, Rebecca Jorgenson, & Tina Hutchens
Concessions	Joe York (FBLA)



**RECEIPT OF 2024-2025 TEACHER HANDBOOK
OF Southern Valley Schools**

This signed receipt acknowledges receipt of the 2024-2025 Teacher Handbook of Southern Valley Schools. This receipt acknowledges that it is understood that I am to read and be familiar with the handbook, that I understand the handbook contains a disclaimer of contract, a drug-free workplace notice, and the District's anti-discrimination and harassment policies, and that specific complaint and grievance procedures exist in the handbook which should be used for responding to harassment or discrimination. Failure to sign and return this acknowledgement that you have read the Teacher Handbook by the required date may result in disciplinary action of the employee.

Employee's Signature: _____

Date: _____

Return by August 15th, 2024:

Bryce Jorgenson
Southern Valley Schools

PROPOSAL 119139

To: Bryce Jorgenson
Superintendent
Southern Valley School District

Date: 5/17/24
Project: Gym Floor Repair
Location: Oxford, NE

Gym Floor Repair

We propose to furnish & install approximately 1,974 square feet of Bio Cushion Classic with 450XL maple as manufactured by Robbins Sports Surfaces using standard design, materials, construction sizes and colors. We include:

- Move bleachers.
- Demo & dispose of approximately 1,974 square feet of water damaged subfloor and maple.
- Splice in 7/16" zero g shock pad and 2 layers of 1/2" plywood.
- Install 450 (1/2") maple x 2 1/4" XL, n.
- Sand entire gym floor 7,500 square feet down to bare wood.
- Stain entire gym floor outside the 3 point arcs & center court circle.
- Apply 2 coats of oil modified sealer.
- Paint border, lanes and center court logo.
- Paint main court basketball and volleyball game lines and cross court BB and VB game lines.
- Apply 2 coats of oil modified finish.
- Reinstall vent cove wall base and aluminum thresholds.

Material, freight, and installation.....**\$112,765.00**

Gym Floor Replacement

We propose to furnish & install approximately 7,500 square feet of Eclipse SB as manufactured by Robbins Sports Surfaces using standard design, materials, construction sizes and colors. We include:

- Move bleachers.
- Demo & dispose of approximately 7,500 square feet of water damaged subfloor and maple.
- Install Eclipse SB plywood subfloor.
- Install 25/32" x 2 1/4", 2nd and better, XLplus maple.
- Stain entire gym floor outside the 3 point arcs & center court circle.
- Apply 2 coats of oil modified sealer.
- Paint border, lanes and center court logo.
- Paint main court basketball and volleyball game lines and cross court BB and VB game lines.
- Appl 2 coats of oil modified finish.
- Reinstall vent cove base, aluminum thresholds and VB cover plates.

Material, freight, and installation.....**\$220,280.00**

Pricing Includes:

1. Dumpsters and disposal of wood flooring.



Qualifications:

1. We reserve our right to a schedule extension; change orders for additional costs (including but not limited to material escalation; labor rate increases; acceleration costs; shipping costs; storage costs; administration overhead; etc.) related to any occurrence of an event which is outside of our reasonable control and which prevents us from performing our obligations (Examples but not limited to: acts of God; strikes or other labor disturbances; delays in transportation; war; acts of terrorism; epidemics; pandemics; (such as COVID-19); etc.).
2. If additional water damaged is found beyond the square footage specified above, it will need to be evaluated by the school and insurance before proceeding with additional demo.
3. Owner to provide 208v 3 phase power for sanding machine.
4. Relative humidity must be between 35-55% to allow for proper maple acclimation.
5. Concrete moisture content to be 85% or below prior to repairs to being made.

Excludes:

1. State Sales & Use Taxes. Purchaser by acceptance of this quotation agrees to furnish Tax Exemption Certificates when requested on non-taxable materials, otherwise any applicable tax will be added at time of invoicing.
2. Concrete corrections, grinding of high spots or filling of low spots.
3. Moisture mitigation.
4. Final cleaning.
5. Electrical utilities and connections.
6. Note: Clean-up to be limited to removing all debris, dirt and rubbish accumulated as a result of our installation to a dumpster provided by others, leaving the premises broom clean and orderly.

SEE PAGE 3 for Terms & Conditions

This proposal is based upon usage of the AGC/ASA/ASC "Standard Form Construction Subcontract," 1996 Edition or a subcontract form otherwise acceptable to H2I Group, Inc.

TERMS: Net 30 Days

ACCEPTED: Company _____
Name _____
Date _____

RESPECTFULLY,
H2I Group, Inc.

By  _____

mlarson@h2igroup.com

Note: This quotation is offered for acceptance within 15 days and is subject to revision beyond that time.

DIR# PW-LR-1000537618

Contractors Licenses: Arizona # 327293 | California # 1060739 | Nevada C3#0084853, C26#00845851



PROPOSAL 119139

H2I Group Inc. Terms and Conditions

General

These terms and conditions are a component part of the attached proposal and constitute the entire agreement between H2I Group Inc. (hereinafter H2I). By signing the proposal, Customer acknowledges that they understand and accept the proposal and the following terms and conditions. All work shall be done in accordance with the attached proposal unless otherwise provided for in writing and signed by H2I. Applicable sales, excise and use taxes are not included unless otherwise stated in the proposal. Tax exempt entities hereby agree to furnish tax exemption certificates when requested on non-taxable materials. Material Only Contracts: Responsibility for the unloading, handling, storage, and installation of material transfers to the Customer upon shipment from the factory. Customer is responsible for receiving, unloading, and inspecting materials and filing freight claim for any shortage or damage of materials. Delivery and freight charges are not included unless otherwise stated in the proposal.

Site Conditions

A smooth, level, and clean sub-floor shall be provided or as required by H2I. Maintain environment at proper temperature (55-80 degrees F.) and humidity (35-50%) before, during and 30 days following installation. Delays due to circumstances beyond the control of H2I shall entitle H2I to an equitable adjustment of time and contract price.

Acceptance

This proposal may be accepted within 30 days subject to credit approval. H2I reserves the right to revoke this offer prior to acceptance by customer. Customer agrees that, by signing, grant authority to credit bureaus to release credit history information for the purpose of establishing credit with H2I and its subsidiaries. H2I and its subsidiaries may, if payment for work performed by H2I will pass thru from a third party require a credit application, joint check agreement with the property owner/end user if the property owner/end user is a separate entity from the Customer, a copy of the Customer's payment bond, and/or a personal guarantee, as a condition of credit approval. Customer agrees that payments received from a third party for services performed by H2I shall be held in trust and first paid to H2I for material and labor costs paid by H2I.

Installation

This proposal assumes unloading and elevator use shall be conducted during normal business hours. This proposal is based on completing the work during normal business hours. Overtime, evening, and weekend work is available at additional charge. Customer agrees to provide H2I with sufficient and timely unloading facilities, dock and elevator access as needed at no additional cost to H2I. Customer shall provide temporary, secure storage for materials prior to installation. Customer shall provide adequate electrical power, lighting, water, and restroom facilities during installation. Customer shall provide area that is free and clear and prepared for installation.

Engineering

All engineering, proposal drawings, specifications shall represent H2I's investment in engineering skill and development and remain the property of H2I. Such are submitted with the understanding that the information will not be disclosed or used in any way detrimental to H2I's interests.

Changes

Any requests for changes to the scope of work shall be made in writing with signed acceptance by authorized personnel from H2I and Customer.

Liability

H2I shall not be liable for damages in any form or any other claim arising out of strikes, floods, fire, accidents, or any other causes beyond our control. H2I shall not be liable for liquidated, consequential or any other damages or penalties of any kind for delays in completion of work. H2I indemnity obligations to the Customer and owner are limited to the liability created by the gross negligence of Haldeman Homme Holdings, its employees, or subcontractors. In the event the terms of this agreement conflicts with the Customer's proposal or purchase order the parties acknowledge and agree the terms of this agreement shall control.

Payment

Payment in full will be due and payable thirty (30) days from invoice date. Customer agrees to pay progress-billing invoices during the course of the project reflecting partial shipment of material and/or partial completion of labor work performed. Where materials are stored or staged temporarily at the job site or in offsite or bonded warehouse, customer shall pay for materials and reasonable storage charges. The failure of the Customer to make payments within contract terms shall entitle H2I, in addition to all other rights, to suspend all work and shipments and shall further entitle H2I to an extension of time of performance of the work. No payments shall be withheld from, or penalties assessed against H2I due to causes for which H2I is not responsible.

Customer agrees that, if the billed amount is not paid within terms, a service charge will be charged on the overdue balance at a percentage rate of 1.5% (18% ANNUAL PERCENTAGE RATE) for all accounts. If the customer fails to pay the entire unpaid balance on the account when due H2I may without further notice or demand, exercise all rights and remedies available by law for the collection of the balance due on the account. H2I reserves the option to always exercise its lien rights in accordance with applicable law to secure collection of amounts due. Applicant will be liable for all expenses of collection with or without suit, including all court costs and reasonable attorney's fees to the extent under applicable state law. Venue shall be the State District Court of Minnesota.

Disputes

Customer and H2I hereby agree that disputes between the parties which cannot be settled amicably, shall be settled through the State District Court of Minnesota.

Cancellation

An officer of H2I must approve cancellation requests in writing. In order to compensate H2I for its investment in engineering, time, processing and administrative work, approved cancellations shall be subject to cancellation charge of 25% of the contract amount plus the cost of materials produced or in production, labor or other services performed, freight, taxes and any other out of pocket expenses incurred by H2I.

Warranty

THE MANUFACTURER EXPRESS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY H2I.

Insurance

H2I maintains insurance and will provide certificates of insurance if requested on coverage and limits as provided by its insurance policy. No other insurance coverage is provided including waiver of subrogation or additional named insureds.

Codes

Customer, architect and/or contractor shall be responsible for all local, state, and federal agency code compliance, permits, fees, design, engineering, and testing. H2I does not provide professional liability or pollution insurance for any of these services. Costs for any and all such services are not included in this proposal.

Signature: _____ Name: _____ Date: _____
(Please Print)

Proposal

McCook Office
 512 Airport Road
 McCook, Nebraska 69001
 (800) 892 3848
 (308) 345-6670
 FAX (308) 345-4389

Weathercraft Companies
 Roofing, Sheet Metal, Siding & Overhead Door Contractors
 2401 East 8th Street, PO Box 1949
 North Platte, Nebraska 69103-1949
 Business Phone: (308) 534-3480
 Toll Free: (800) 662-2981
 FAX: (308) 532-4625

Prepared By:
Brett Schmidt
 (308) 340 6216

Proposal Submitted to: Southern Valley Schools		Phone	Date 4/26/2024
Street 43739 NE-89		Job Name Small Gym Roof Re-Roof (see attached Facility Map)	
City, State and Zip Code Oxford NE 68967		Job Location 43739 NE-89 , Oxford NE 68967	
Contact Greg	e-mail greg.huerta@sveagles.org	fax	Job Phone (308) 920-0142

- We hereby submit specifications and estimates for:**
- Small Gym Roof Replacement Due to Hail / Wind Damage**
- A. Remove and dispose of existing damaged parapet coping, wall and curb flashing & penetration flashings.
 - B. Install new 1" Poly ISO insulation over existing insulation to retain current R value and add an additional R-5.7. Mechanically fasten down to the deck with metal Elevate screws and plates.
 - C. Furnish and install new Elevate 60 mil Fully Adhered EPDM (rubber) roof assembly, running membrane up and over walls to completely cover roof side and tops parapet walls.
 - D. Replace all penetration flashings, and curb flashings. Reuse existing drain assemblies.
 - E. Detail any and all breach areas to secure a water tight roof. Clear site of project related debris and dispose of at landfill.
 - F. Includes Temporary Emergency Repair, Crain and Disposal.

We propose to do the above referenced items for : \$112,471.25

This package includes a Fifteen (15) Year Warranty through BOTH Elevate Company and Weathercraft Compar membrane and labor for all warrantable issues. Warranty excludes damages resulting from projectiles and or vandalism.

Price does not reflect any applicable taxes.

We Propose hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of:

One-Hundred-Twelve-Thousand-Four-Hundred-Seventy-One Dollars and .25/00 dollars (**\$ 112,471.25**)

Payment to be made as follows:

Due upon Completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized Signature

This proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE OF PROPOSAL The above prices and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Signature

Date of Acceptance:

Signature _____

Proposal

McCook Office
 512 Airport Road
 McCook, Nebraska 69001
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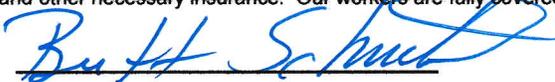
One-Hundred-Twelve-Thousand-Four-Hundred-Seventy-One Dollars and .25/00 dollars (**\$ 112,471.25**)

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Authorized Signature



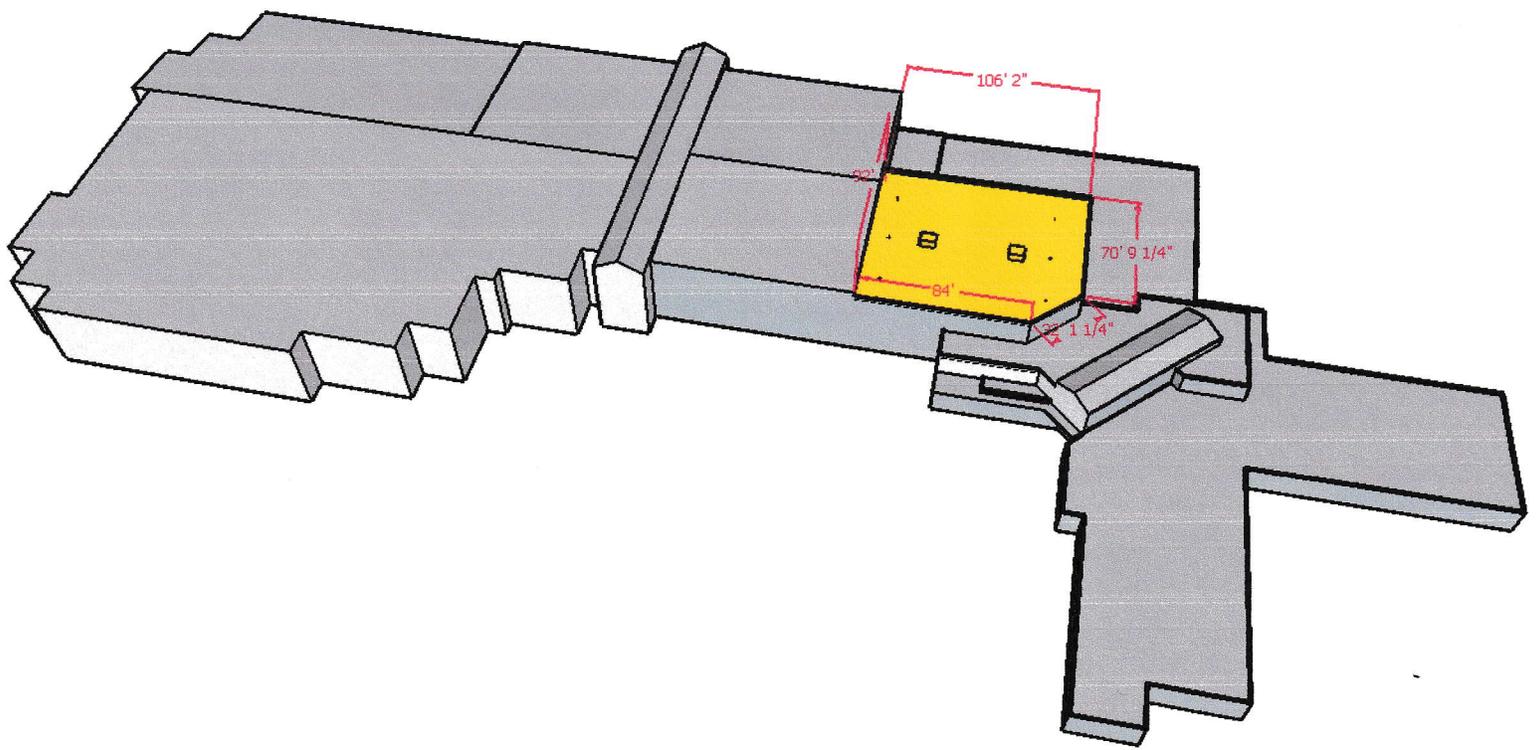
This proposal may be withdrawn by us if not accepted within 10 days.

ACCEPTANCE OF PROPOSAL The above prices and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____



2024-04-26-1345

2024-04-26-1345

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. R&R Insulation - ISO board, 1"	95.56 SQ @	238.67 =	22,807.31
3. R&R Rubber roofing - Fully adhered system - 60 mil	95.56 SQ @	648.39 =	61,960.15
4. R&R Curb flashing - rubber	44.00 LF @	21.35 =	939.40
5. R&R Flash parapet wall only - rubber - up to 3'	358.00 LF @	19.92 =	7,131.36
6. R&R Cap flashing - large	293.00 LF @	28.83 =	8,447.19
8. R&R Flashing - pipe jack	4.00 EA @	55.17 =	220.68
9. Roof drain cover - Detach & reset	6.00 EA @	37.16 =	222.96
10. ROOFING - Emergency Repairs 4/16 adn 4/17	1.00 EA @	5,600.00 =	5,600.00
11. Heavy Equipment (Bid Item) - Crane Bid Doak Constr.	1.00 EA @	1,850.00 =	1,850.00

Client: Southern Valley Schools
Business: 43739 NE-89
Oxford, NE 68967

Operator: SCOTT

Estimator: Brett Schmidt

Type of Estimate: Hail

Date Entered: 4/26/2024

Date Assigned:

Price List: NENP8X_APR24

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2024-04-26-1345

Summary

Line Item Total	109,179.05
Material Sales Tax	3,292.20
Replacement Cost Value	\$112,471.25
Net Claim	\$112,471.25


Brett Schmidt

Magnum Builders Corporation

310 E. Cloverly Rd.
Fremont, NE 68025 US



Proposal

ADDRESS

Southern Valley Schools
43739 Hwy 89
Oxford, NE 68967

PROPOSAL # 1880

DATE 05/13/2024

ACTIVITY	QTY	RATE	AMOUNT
Job Location Small gym roof	1	0.00	0.00
Metal roof with steel framework Erect an 18 gauge galvanized steel framework over existing roof to install 24 gauge kynar painted standing seam metal roof panels to cover. Slope will be a gable to the north and south like big gym. Panels are hidden clip/ fastener and mechanically seamed together. Color is slate gray.	1	149,000.00	149,000.00
Flashing New drip edge, rake edge, ridge cap and wall panels to fill in rake edges. Color is slate gray.	1	4,400.00	4,400.00
Gutter and downspout New commercial size gutters and downspouts at eaves.	1	4,080.00	4,080.00
Exclusion Excludes electrical or mechanical work if required.	1	0.00	0.00
Warranty Includes manufacturers 35 year warranty on steel and Magnum Builders 20 year weather tight warranty.	1	0.00	0.00
Sales Tax School is tax exempt.	1	0.00	0.00

Payment of 30% due when project is scheduled.
Balance due upon completion.

SUBTOTAL	157,480.00
TAX	0.00
TOTAL	\$157,480.00

All material is guaranteed to be as specified.
All work to be completed in a workmanlike manner according to standard practices. Any changes or additions to the above specifications will be executed only by written change order and will incur additional cost. All agreements are contingent upon strikes, accidents or delays

Phone: 402.727.8539
Email: magnumbuilder@gmail.com
Website: magnumbldrs.com

beyond our control.

Accepted By

Accepted Date

Phone: 402.727.8539
Email: magnumbuilder@gmail.com
Website: magnumbldrs.com

	Updated	Hiring Bonus	Retention Bonus	Student Teacher Pay	Para to teacher
Alma					
Arapahoe	3/20/24	5% of Base paid in August / Requires signed agreement (stay for 3 years or forfeit %)	NO	NO	
Bertrand		NO	NO	Yes, \$1,500 a month and if we hire them after the student teaching semester, an additional \$2,000	
Cambridge	3/20/24	\$1000 paid in August	\$1000 paid after contract is signed (contracts due March 15th, bonus paid in April)	In progress; needs teacher association and board approval / Paying \$1500 per month for four months	
Dundy County	3/20/24			Paid sub pay for all non college days; we paid all rent (not cat allowance) through foundation.	NDE Sped has ruled that paying tuition for paras to gain credit toward sped teaching certificate can be expensed through Sped
Elwood					
Eustis-Farnam					
Hayes Center		Start at Step 3 and frozen until year 4	No	No	
Hitchcock County		\$6,000 for staying 3 years. Have to pay back if they leave early.	We have longevity pay. \$1,000 at 7 years, \$2,000 at 15 years, \$3,000 at 20 years	no	
Maxwell		New teachers/2nd year teachers start at step 3 on our scale and are frozen until their years actually surpass that number	\$400 if contract is signed by Jan 15th. \$200 if signed by February 15th. \$150 if letter of resignation is turned in by Jan 15	We pay them on days that they sub	
Maywood		New Teachers can be moved down two experience levels to help attract new teacher	No retention bonus at this time	We pay them on days they substitute at school	
Medicine Valley					
Paxton					
Southern Valley	3/20/24	First year teachers start at step three and are frozen until their year 4th year of employment	NO	Working on it	
Southwest					
Sutherland					
Wallace	3/26/24	New teachers receive 12% of base signing bonus paid in August if they stay 3 years. Pay proportionate amount back if they leave early	No	No	
Wauneta-Palisade					