

## **Agenda**

1. Call to Order/Opening the Meeting
  - 1.1. Public Meeting Announcement
  - 1.2. Open Meetings Act posted on South Wall of Innovation Lab
  - 1.3. Board Member Attendance Roll Call/Sign Acknowledgment of Receipt Notice
  - 1.4. Pledge of Allegiance
  - 1.5. Consent Agenda
    - 1.5.1. Consider Minutes of Previous Meeting(s) and Their Approval (appendix A)
    - 1.5.2. Consider Current Bills and Their Approval (appendix B)
    - 1.5.3. Consider Financial Statements/Treasurer's Report (appendix C)
  - 1.6. Community Input
2. Administrator Reports
  - 2.1. Athletic Director
  - 2.2. Principal
  - 2.3. Superintendent
3. Board Committee Reports
  - 3.1. Facility
  - 3.2. Transportation
4. Required Annual Policy Review (NON-ACTION)
  - 4.1. Wellness Policy 5052 Review
  - 4.2. Annual Review of Bullying Policy 5054
5. Consent Agenda: Approval of Administrative Revisions to Policies
  - 5.1. Policy 2008 - Open Meeting Law Update
  - 5.2. Policy 3003 - Bidding for Construction, Remodeling, Repair, or Site Improvement
  - 5.3. Policy 3003.1 - Bidding for Construction, Remodeling, Repair, or Related Projects Financed with Federal Funds
  - 5.4. Policy 3004.1 - Fiscal Management for Purchasing and Procurement Using Federal Funds
  - 5.5. Policy 3048 - Communicable Disease
  - 5.6. Policy 3057 - Title IX
  - 5.7. Policy 3061 - ACH Originator Policy
  - 5.8. Policy 4017 - Relations with Employee Collective Bargaining Associations
  - 5.9. Policy 4019 - Workplace Injury Prevention and Safety Committee
  - 5.10. Policy 4056 - Resignation of Certificated Staff
  - 5.11. New Policy 4065 - Staff Use of AI Tools
  - 5.12. Policy 5003 - Admission of Part-Time Students
  - 5.13. Policy 5035 - Student Discipline
  - 5.14. Policy 5048 - Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)

- 5.15. Policy 6009 - Grade Placement and Academic Credits of Transfer Students
- 5.16. Policy 6038 - Student Use of AI Tools
- 5.17. New Policy 6046 - Right to Access School Library Materials
6. Discussion/Action Items
  - 6.1. Policy 5001 - Compulsory Attendance & Excessive Absenteeism
  - 6.2. Policy 5004 - Option Enrollment
  - 6.3. Security Camera Upgrade - COPS Grant Funded
  - 6.4. Set Board Retreat Date
  - 6.5. Superintendent Contract & Pay
  - 6.6. Principal Contract & Pay
7. Upcoming Learning Events
  
8. NASB Member Golf Outing - Wednesday, June 10 - Kearney Country Club  
School Law Seminar - June 10-11 - Kearney  
Area Membership Meeting - August 20 - Kearney
- 9.
10. Next Meeting - Monday, July 13th @ 6:00 pm
11. Closed/Executive Session (if necessary)
12. Adjourn

Ross Boggs: Present  
Chris Davison: Present  
Isaac Kuck: Present  
Christy Pelton: Present  
Jonathan Sand: Present  
Ross Winheim: Present  
Present: 6.

1. Call to Order/Opening the Meeting

1.1. Public Meeting Announcement

1.2. Open Meetings Act posted on South wall of Innovation Lab

1.3. Board Member Attendance Roll Call/Sign Acknowledgment of Receipt Notice

1.4. Pledge of Allegiance

1.5. Consent Agenda

Motion to approve consent agenda, passed with a motion by Ross Boggs and a second by Chris Davison.  
Ross Boggs: Yea, Chris Davison: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea

Yea: 6, Nay: 0

1.5.1. Consider Minutes of Previous Meeting(s) and Their Approval (appendix A)

1.5.2. Consider Current Bills and Their Approval (appendix B)

1.5.3. Consider Financial Statements/Treasurer's Report (appendix C)

1.6. Community Input - None

1.7. Celebration of Excellence - Caleb Patterson

2. Administrator Reports

2.1. Athletic Director, Craig Newcomb, reported on activities.

2.2. Principal, Steve Bristol, reported on building and grounds updates and important dates.

2.3. Superintendent, Nicole LeClaire, reported on finances & budget, student learning and achievements, community relations, district goals and priorities, COPS security grant update, shop project update, and Preschool 26-27.

3. Board Committee Reports

3.1. Facility - none

3.2. Negotiations – none

3.3. Transportation - none

3.4. Americanism - none

4. Discussion/Action Items

4.1. Consideration of Cash in lieu of Insurance

Motion to grant the superintendent the authority to explore the voluntary cash-in-lieu insurance option for eligible employees who decline the district's health insurance coverage with stipend amounts and program guidelines to be established by the administration and reviewed annually by the Board of Education, passed with a motion by Ross Boggs and a second by Ross Winheim.

Ross Boggs: Yea, Chris Davison: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea

Yea: 6, Nay: 0

4.2. Consideration of a Behavior Analyst Position

Motion to create a Behavior Analyst position for the 2026-2027 school year, passed with a motion by Christy Pelton and a second by Ross Boggs.

Ross Boggs: Yea, Chris Davison: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea

Yea: 6, Nay: 0

4.3. New Hires - none

4.4. Resignations- none

5. Upcoming Learning Events

NASB Member Golf Outing - Wednesday, June 10 - Kearney Country Club

School Law Seminar - June 10-11 - Kearney

Area Membership Meeting - August 20 - Kearney

6. Next Meeting - June 8th at 6:00 pm

7. Closed/Executive Session

Motion to enter Executive Session at 7:28 pm for the purpose of discussing the superintendent contract and pay, passed with a motion by Ross Boggs and a second by Christy Pelton.

Ross Boggs: Yea, Chris Davison: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea

Yea: 6, Nay: 0

Motion to exit executive session at 7:40 pm, and enter back into regular session, passed with a motion by Ross Boggs and a second by Chris Davison.

Ross Boggs: Yea, Chris Davison: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea

Yea: 6, Nay: 0

8. Adjourn

Motion to adjourn the regular May 11<sup>th</sup> Board of Education meeting at 7:41 pm and set the next regular Board of Education meeting for June 8<sup>th</sup> at 6:00 pm, passed with a motion by Isaac Kuck and a second by Ross Winheim.

Ross Boggs: Yea, Chris Davison: Yea, Isaac Kuck: Yea, Christy Pelton: Yea, Jonathan Sand: Yea, Ross Winheim: Yea

Yea: 6, Nay: 0

Bertrand Community School      JUNE 2026 BOARD AUTHORIZATION REPORT

Check #	Vendor Name	Amount	Description
GENERAL FUND			
45814	ACE HARDWARE	\$303.86	BUILDING/GROUNDS
45815	AgED TOOLBOX	\$210.00	AG ED SUPPLIES
45816	AMAZON CAPITAL SERVICES	\$1,306.29	AMAZON SUPPLY PURCHASES
45817	ANDERSON BROS.	\$1,566.71	REPAIRMAN
45818	ANDERSON, MATTISON	\$452.98	MILEAGE
45819	AUTO SHACK, INC.	\$2,156.02	VEHICLE REPAIRS
45820	BAND SHOPPE	\$758.55	INSTRUCTION EXP.
45821	BERTRAND HOT LUNCH (PS REIM)	\$463.75	PRESCHOOL BREAKFAST
45822	BLACK HILLS ENERGY	\$482.96	NATURAL GAS
45823	BRISTOL, STEVE	\$100.00	REIMBURSEMENT
45824	CASH-WA DISTRIBUTING	\$577.82	CUSTODIAL/CONCESSIONS
45825	CDL, INC.	\$5,329.39	MONTHLY SERVICE
45826	CRAIG RESOURCES INC.	\$1,064.44	SPED HEALTH CARE
45827	CROSS COUNTRY MARKET	\$502.62	SUPPLIES
45828	EAKES OFFICE SOLUTIONS	\$41.76	COPIES/SUPPLIES/FURNITURE
45829	ERIC ARMIN INC.	\$50.70	INSTRUCTION SUPPLIES
45830	ESU #10	\$266.58	TECH SUPPORT/DEAF SERVICES
45831	ESU #11	\$20,310.55	MONTHLY/QUARTERLY SERVICES
	Auto FIRST STATE BANK	\$35.00	ACH MONTHLY FEE
45832	FRONTIER COMMUNICATIONS	\$213.62	TELEPHONE
45833	GENERAL FUND CLEARING	\$1,025.14	REIMBURSEMENT
45834	GOPHER	\$507.74	INSTRUCTION EXP.
45835	GREEN LANDSCAPES INC.	\$725.00	GROUNDS
45836	HIRERIGHT SOLUTIONS INC.	\$342.90	DRUG AND ALCOHOL TESTING
45837	HOLDREGE DAILY CITIZEN	\$236.07	LEGAL NOTICES
45838	HOMETOWN LEASING	\$2,093.23	COPIER PAYMENT
45839	HOT LUNCH FUND	\$6,788.90	TRANSFER/NOON DUTIES
45840	JANDJ FAITHSCAPES	\$985.00	GROUNDS
45841	JW PEPPER	\$187.54	MUSIC SUPPLIES
45842	LECLAIRE, NICOLE	\$70.18	TELEPHONE REIMB.
45843	LEXINGTON REGIONAL HEALTH CI	\$1,078.90	BUS PHYSICAL/COUNSELING
45844	MENARDS	\$511.67	BLDG & SHOP INST SUPPLIES
45845	MID AMERICAN RESEARCH CHEMI	\$8,253.79	CLEANING & MAINTENANCE
45846	NCS PEARSON INC.,	\$19.50	PSYCH/SPED/SPEECH MATERIALS
45847	NEBRASKA EDUCATIONAL TECHNOI	\$249.00	CONFERENCE REGISTRATION
45848	NWEA	\$1,000.00	MAP GROWTH
45849	OMNIFY	\$75.00	BENEFITS
45850	PERMA-BOUND	\$130.92	LIBRARY SUPPLIES
45851	PLATINUM AWARDS & GIFTS	\$83.30	AWARDS
45852	QUADIENT FINANCE USA, INC.	\$83.30	POSTAGE FUNDING
45853	SCHOOL FINANCIAL SERVICES, I	\$1,800.00	BUDGET PLANNING PKG
45854	SCHOOL SPECIALTY LLC	\$8.62	TEACHING MATERIALS
45855	SOUTHERN POWER DISTRICT	\$4,756.00	ELECTRICITY
45856	STAPLES ADVANTAGE	\$554.46	INSTRUCTION/CUSTODIAL
	Auto TIME MANAGEMENT SYSTEMS	\$258.00	TIME CARD SYSTEM
45857	US BANK	\$1,382.87	CREDIT CARD CHARGES
45858	VERIZON WIRELESS	\$128.00	CELL PHONE
45859	VILLAGE OF BERTRAND	\$830.86	WATER/SEWER/TRASH/
45860	WINDSTREAM OF THE MIDWEST	\$78.02	DISTANCE LEARNING

JUNE 2026 BILLS:	\$70,437.51
JUNE 2026 PAYROLL:	\$386,309.96
JUNE 2026 TOTALS:	<u>\$456,747.47</u>

GENERAL FUND CLEARING  
MAY 31, 2026

GFC

\$	DATE	CK#	TO	ACCT #	DESCRIPTION
298.56	05/11/26	4425	Med Valley HS	11100810001000	Speech Entries
91.66	05/11/26	4426	Arapahoe School	11100810001000	RPAC Instr. Clinic
28.00	05/13/26	4427	Studio B Photography	11100610001000	Speech Picture
56.00	05/20/26	4428	Alma Public School	11100580000000	RPAC Mtg meals
400.00	05/21/26	4429	Leadership Center	11100330001000	Welding Training
150.92	05/28/26	4430	US Post Office	12510531000000	Newsletter

1,025.14

BERTRAND COMMUNITY SCHOOL FINANCIAL REPORT AS OF MAY 31, 2026

	RECEIPTS	DISBURSEMENT	BALANCE
<b>GENERAL FUND</b>			
(Checking & Money Market)			
<b>Balance APRIL 30, 2026</b>			<u>\$3,158,914.18</u>
Receipts	\$1,989,221.76		
Disbursements			
Bills & Payroll		\$423,109.01	
Late Bill-K&J Enterprise-Container		\$6,440.00	
CD=\$1,500,000			
<b>Balance MAY 31, 2026</b>			<u>\$4,718,586.93</u>
<b>ACTIVITY FUND</b>			
<b>Balance APRIL 30, 2026</b>			<u>\$162,199.49</u>
Receipts	\$10,037.93		
Disbursements		\$9,368.32	
<b>Balance MAY 31, 2026</b>			<u>\$162,869.10</u>
<b>ATHLETIC FUND</b>			
<b>Balance APRIL 30, 2026</b>			\$51,834.11
Receipts	\$2,468.00		
Disbursements		\$4,649.63	
<b>Balance MAY 31, 2026</b>			<u>\$49,652.48</u>
<b>DEPRECIATION FUND</b>			
(Bus Replacement)			
<b>Balance APRIL 30, 2026</b>			<u>\$645,581.12</u>
Interest	\$548.47		
Disbursements			
Yanda's Music-Sound System			
Bockman-Asbestos Abatement			
<b>Balance MAY 31, 2026</b>			<u>\$646,129.59</u>
<b>BUILDING FUND (Regular)</b>			
<b>Balance APRIL 30, 2026</b>			<u>\$2,014,325.43</u>
Receipts			
Gosper Co.	\$110,702.68		
Phelps Co.	\$126,523.68		
Interest	\$919.09		
Disbursements			
None			
<b>Balance MAY 31, 2026</b>			<u>\$2,252,470.88</u>
<b>BOND FUND</b>			
Receipts	\$56,531.06		<u>\$287,722.03</u>
Disbursements			
BOK Financial		\$1,345.00	
<b>Balance MAY 31, 2026</b>			<u>\$342,908.09</u>
<b>QCPF-2</b>			
Receipts	\$14,874.10		<u>\$225,674.66</u>
Disbursements			
None			
<b>Balance MAY 31, 2026</b>			<u>\$340,548.76</u>
<b>HISTORICAL INFORMATION</b>			
	<u>2023</u>	<u>2024</u>	<u>2025</u>
General	\$2,527,666	\$3,439,815	5,005,388
Depreciation/Bus Replacement	\$442,028	\$495,559	596,812
Building	\$959,830	\$1,478,370	1,943,147
Bond	\$293,654	\$308,900	324,615
QCPF #2	\$298,939	\$289,071	323,353

Cash Receipt Listing by Received From

Receipt Number	Received From	Receipt Date	Cash Receipt Description	Chart of Account Number	Detail Description	Amount
Batch Description: 2026 MAY CASH RECEIPTS (GENERAL) Processing Month: 05/2026						
1937		05/15/2026	Preschool Tuition	01 1370	PS Tuition	300.00
1937		05/15/2026	Reimb from Golf	01 5690	Reimb from Golf-Ac Banq Meat Used	200.00
051826-01		05/18/2026	EFT ESU 11	01 4525	NCE Conf Reimb	1,215.00
1939		05/21/2026	Ins. Reimb.	01 453	Boggs Ins Reimb	89.61
1939		05/21/2026	Salary Reimb.	01 101	Hot Lunch Salary Reimb.	18,052.63
05222026-01		05/22/2026	EFT St of NE - S/A SPED	01 3120	SPED S/A	80,954.00
05272026-01		05/27/2026	EFT ST of NE - MIPS	01 4708	MIPS	710.84
1940		05/28/2026	Ins. Reimb.	01 453	Pelton Ins. Reimb	1,686.37
05282026-01		05/28/2026	EFT ST of NE - SPED S/A Transp.	01 3125	SPED S/A Transp	6,352.00
05292026-01		05/29/2026	EFT ST pf NE-State Aid	01 3110	State Aid	38,044.00
05292026-01		05/29/2026	EFT ST pf NE-Team Nutrition	01 4530	Nutrition Grant	2,000.00
0531-01		05/31/2026	Interest on Acct	01 1510	Interest on Acct	3,366.28
Total:						152,970.73
050626-01	GOSPTREAS GOSPER CO TREASURER	05/06/2026	County Taxes	01 1100	Taxes	433,647.96
050626-01	GOSPTREAS GOSPER CO TREASURER	05/06/2026	County Taxes	01 1125	Motor Vehicle	5,673.40
050626-01	GOSPTREAS GOSPER CO TREASURER	05/06/2026	County Taxes	01 1115	Carline	21.14
050626-01	GOSPTREAS GOSPER CO TREASURER	05/06/2026	County Taxes	01 2110	Fines	583.20
050626-01	GOSPTREAS GOSPER CO TREASURER	05/06/2026	County Taxes	01 3131	Property Tax Cr	147,548.87
050626-01	GOSPTREAS GOSPER CO TREASURER	05/06/2026	County Taxes	01 3134	School Tax Cr	267,010.81
050626-01	GOSPTREAS GOSPER CO TREASURER	05/06/2026	County Taxes	01 3130	Homestead	1,025.17
GOSPTREAS GOSPER CO TREASURER Total:						855,510.55
1938	PHELPTREAS PHELPS CO. TREASURER	05/18/2026	County Taxes	01 1125	Motor Vehicle	9,607.59
1938	PHELPTREAS PHELPS CO. TREASURER	05/18/2026	County Taxes	01 1100	Taxes	504,060.41
1938	PHELPTREAS PHELPS CO. TREASURER	05/18/2026	County Taxes	01 3130	Homestead	2,194.98
1938	PHELPTREAS PHELPS CO. TREASURER	05/18/2026	County Taxes	01 3131	Prop Tax Credit	152,342.39
1938	PHELPTREAS PHELPS CO. TREASURER	05/18/2026	County Taxes	01 3180	PRMV	2,859.74
1938	PHELPTREAS PHELPS CO. TREASURER	05/18/2026	County Taxes	01 3990	G&P In Lieu	988.51
1938	PHELPTREAS PHELPS CO. TREASURER	05/18/2026	County Taxes	01 3134	School Tax Credit	308,209.47
1938	PHELPTREAS PHELPS CO. TREASURER	05/18/2026	County Taxes	01 1115	Carline	16.53

<u>Receipt Number</u>	<u>Received From</u>	<u>Receipt Date</u>	<u>Cash Receipt Description</u>	<u>Chart of Account Number</u>	<u>Detail Description</u>	<u>Amount</u>
1938	TREASURER PHELPTREAS PHELPS CO. TREASURER	05/18/2026	County Taxes	01 2110	Fines	460.86
PHELPTREAS PHELPS CO. TREASURER Total:						980,740.48

Summary Totals

<u>Account Type</u>	<u>Cash Accounts</u>
Subtotal Revenue	01 101
Subtotal Expense	
Subtotal General Ledger	
Account Total	

1,969,393.15	1,989,221.76
	1,989,221.76
	Total:
	1,989,221.76

Receivable Accounts

**Activity Fund Balance Report - Summary - Exclude Encumbrances**  
 05/2026 - 05/2026

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
05 704 8101	FUND BALANCE/GENERAL	5,864.29	2,239.92	2,789.92	0.00	6,434.29
05 704 8102	FUND BALANCE/LIBRARY	1,187.02	0.00	0.00	0.00	1,187.02
05 704 8103	FUND BALANCE/POP MACHINE	(266.25)	0.00	0.00	0.00	(266.25)
05 704 8104	FUND BALANCE/AG EDUCATION	3,550.00	0.00	0.00	0.00	3,550.00
05 704 8105	FUND BALANCE/SHOP - WOODS	5,278.31	462.85	2,001.30	0.00	6,816.76
05 704 8106	FUND BALANCE/CLASS 2028	1,376.11	0.00	20.00	0.00	1,396.11
05 704 8107	FUND BALANCE/CLASS OF 2021	1,458.55	0.00	0.00	0.00	1,458.55
05 704 8108	FUND BALANCE/CLASS OF 2023	47.60	0.00	0.00	0.00	47.60
05 704 8109	FUND BALANCE/CLASS OF 2024	1,334.00	0.00	0.00	0.00	1,334.00
05 704 8110	FUND BALANCE/CLASS OF 2025	963.43	0.00	0.00	0.00	963.43
05 704 8111	FUND BALANCE/CLASS OF 2026	547.27	0.00	0.00	0.00	547.27
05 704 8112	FUND BALANCE/CLASS OF 2027	2,772.65	0.00	0.00	0.00	2,772.65
05 704 8113	FUND BALANCE/CLASS OF 2032	340.00	0.00	0.00	0.00	340.00
05 704 8114	FUND BALANCE/B CLUB	18,663.04	0.00	0.00	0.00	18,663.04
05 704 8116	FUND BALANCE/NHS	6,358.43	49.99	0.00	0.00	6,308.44
05 704 8117	FUND BALANCE/STUDENT COUNCIL	1,692.35	259.00	0.00	0.00	1,433.35
05 704 8120	FUND BALANCE/BAND	3,407.16	318.00	0.00	0.00	3,089.16
05 704 8121	FUND BALANCE/CONCESSIONS	6,992.12	2,669.33	4,107.88	0.00	8,430.67
05 704 8122	FUND BALANCE/BCSVSO	1,883.85	0.00	0.00	0.00	1,883.85
05 704 8126	FUND BALANCE/PLAY	973.17	0.00	0.00	0.00	973.17
05 704 8130	FUND BALANCE/READING ENRICH	4,560.56	76.81	14.80	0.00	4,498.55
05 704 8135	FUND BALANCE/SPEECH	110.41	270.00	0.00	0.00	(159.59)
05 704 8136	FUND BALANCE/INST. RENTAL	75.00	0.00	0.00	0.00	75.00
05 704 8137	FUND BALANCE-STUDENT FEES	180.00	0.00	0.00	0.00	180.00
05 704 8144	FUND BALANCE-YEARBOOK 2022-2023	(160.07)	0.00	0.00	0.00	(160.07)
05 704 8145	FUND BALANCE YEARBOOK 2023-2024	(1,798.73)	0.00	0.00	0.00	(1,798.73)
05 704 8146	FUND BALANCE YEARBOOK 24-25	2,243.01	0.00	69.76	0.00	2,312.77
05 704 8148	FUND BALANCE/ELEM GRANT	1,310.06	0.00	0.00	0.00	1,310.06
05 704 8149	FUND BALANCE - JEANS FUND	7,122.78	1,664.53	0.00	0.00	5,458.25
05 704 8150	FUND BALANCE-GREENHOUSE DONATIONS	239.29	0.00	50.00	0.00	289.29
05 704 8151	FUND BALANCE BEEF BOOSTERS FTF	(184.02)	0.00	0.00	0.00	(184.02)
05 704 8152	FUND BALANCE - ART PROJECTS	795.58	0.00	0.00	0.00	795.58
05 704 8154	FUND BALANCE - DIABETES SUPPLIES	1,268.18	0.00	0.00	0.00	1,268.18
05 704 8155	FUND BALANCE-IPAD INSURANCE	71,873.84	0.00	0.00	0.00	71,873.84
05 704 8159	VIKING GRIND FUND BALANCE	3,082.97	1,357.89	984.27	0.00	2,709.35
05 704 8160	FUND BALANCE BLEACHERS	500.00	0.00	0.00	0.00	500.00
05 704 8175	FUND BALANCE/CONCESSIONS HOLDING	6,577.53	0.00	0.00	0.00	6,577.53
05 704 8176	FAFSA NIGHT GRANT FUND BALANCE	(40.00)	0.00	0.00	0.00	(40.00)

Chart of Account Description

Chart of Account Number

Fund Total: 05

<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
162,199.49	9,368.32	10,037.93	0.00	162,869.10

Activity Fund Balance Report - Summary - Exclude Encumbrances  
 05/2026 - 05/2026

Chart of Account Number	Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
04 704	FUND BALANCE	45,385.39	0.00	0.00	0.00	45,385.39
04 704 9101	ATH GATE FUND BALANCE	18,452.68	0.00	751.00	0.00	19,203.68
04 704 9102	ATH MISC. FUND BALANCE	(13,334.43)	4,053.63	0.00	0.00	(17,388.06)
04 704 9103	ATH OFFICIALS FUND BALANCE	(20,433.00)	0.00	0.00	0.00	(20,433.00)
04 704 9104	ATH MEET FUND BALANCE	(4,536.00)	596.00	1,705.00	0.00	(3,427.00)
04 704 9105	ATH EQUIPMENT FUND BALANCE	(12,190.59)	0.00	0.00	0.00	(12,190.59)
04 704 9120	ATH VOLLEYBALL FUND BALANCE	2,888.17	0.00	0.00	0.00	2,888.17
04 704 9121	ATH FOOTBALL FUND BALANCE	4,450.39	0.00	0.00	0.00	4,450.39
04 704 9122	ATH BOY 88 FUND BALANCE	848.18	0.00	0.00	0.00	848.18
04 704 9123	ATH GIRLS 88 FUND BALANCE	3,318.49	0.00	0.00	0.00	3,318.49
04 704 9124	ATH CC FUND BALANCE	965.76	0.00	0.00	0.00	965.76
04 704 9125	ATH CHEERLEADERS FUND BALANCE	3,762.96	0.00	0.00	0.00	3,762.96
04 704 9126	ATH TRACK FUND BALANCE	8,724.50	0.00	12.00	0.00	8,736.50
04 704 9127	FUND BALANCE - GOLF	2,007.08	0.00	0.00	0.00	2,007.08
04 704 9128	ATH WR FUND BALANCE	786.08	0.00	0.00	0.00	786.08
04 704 9140	ATH VIKING STORE FUND BALANCE	3,788.62	0.00	0.00	0.00	3,788.62
04 704 9141	ATH DONATED FUNDS BALANCE	7,266.96	0.00	0.00	0.00	7,266.96
04 704 9150	ATH. VIKING BOOSTER CLUB FUND BALANCE	(317.13)	0.00	0.00	0.00	(317.13)
Fund Total:		51,834.11	4,649.63	2,468.00	0.00	49,652.48

## Bertrand Community School Hot Lunch May 2025-2026

**Cash Balance 4/30/2026** \$23,119.12

### Receipts

Student Lunches	\$8,511.25
General Fund	\$0.00
Noon Duty	\$0.00
State Reimb.	\$15,656.84
Adult	\$0.00
Roll	\$0.00
Preschool	\$0.00
Rebate	
Reimbursement	\$0.00

**Total Receipts** \$24,168.09

**Total Available** \$47,287.21

### Expenditures

Food	\$7,181.69
Salary	\$12,984.19
SS	\$652.42
Medicare	\$152.59
Retirement	\$1,041.85
Insurance	\$3,221.58
Equipment/Improvements/Supplies	\$0.00
Other	\$0.00

**Total Expenditures** \$25,234.32

**Cash Balance 5/31/2026** \$22,052.89

### Facilities - Gym Floors

The gym floors are scheduled to be refinished/resealed in June & July.

Old/West Gym - June 30

New/East Gym - July 23

After the sealant is applied, the gym will be closed for 7-10 days to allow drying and curing. With the spacing, there should not be a time when both gyms are inaccessible. When the east gym is done (July 24th being a Thursday), we will also close the weight room through the weekend (4 days) to allow for the fumes/aroma to clear out before having people in there; that is also when the custodians will be doing their deep cleaning of the weight room.

### Activities / Sports:

The summer weights program has been going since after Memorial Day.

Coaches and players have been attending camps and leagues, and will continue through the middle of July.

### Student admission & attendance at activities:

Planning to admit students in Grades 7-12 free of charge if wearing Viking gear.

Also, making admission \$5 across the board for both adults & students. (Will continue to offer the Golden Age price of \$2 for those 65 and older)

## June 2025 Principal Report

- Monthly Building Report
  - Waiting on the roof inspection for the east gym.
  - The bid for the fascia around the building was accepted at under \$9,613
  - The maintenance and custodial staff are busy getting the building ready for the upcoming school year.
  - The tree removal on the west side of the building should happen prior to July
- Transportation
  - All transportation reports have been submitted to NDE
  - New required bus inspection forms have been added to all the buses
- Handbooks
  - Staff and student handbooks are being updated.
- Cell Phone:

### Benefits of a Cell Phone-Free School Environment

Our primary goal is to provide students with a safe, focused, and engaging learning environment. Research and experiences from schools across the country suggest that limiting student access to personal electronic devices during the school day can provide several benefits:

- **Increased Academic Focus** – Students are better able to concentrate on instruction and classroom activities when they are not distracted by phones, notifications, text messages, or social media.
- **Improved Student Engagement** – Students are more likely to participate in discussions, collaborate with classmates, and actively engage in learning opportunities.
- **Enhanced Face-to-Face Communication** – Without phones competing for attention, students have more opportunities to develop interpersonal skills, build friendships, and engage in meaningful conversations with peers and staff.
- **Reduced Classroom Disruptions** – Limiting phone access helps minimize interruptions to instruction, allowing teachers and students to maximize learning time.
- **Improved School Climate** – A cell phone-free environment can help reduce conflicts related to social media, cyberbullying, and inappropriate digital interactions during the school day.
- **Support for Student Well-Being** – Students are encouraged to be more present in their surroundings, participate in activities, and build healthy relationships without the constant pressure of digital communication.
- **Greater Equity in Learning** – A cell phone-free environment helps ensure that all students are focused on learning rather than differences in devices, social media activity, or online distractions.
  -





# Bertrand Community School

## “CELL PHONE FREE” EXPECTATIONS



Bertrand Community School will not allow the use of personal electronic devices at school.

To better ensure the safety and emotional well-being of all students, we have made the decision to be a “cell phone free” school.



Our top priority has always been providing impactful learning opportunities for our students. At Bertrand Community Schools, we believe part of that process includes more consistent and strict monitoring of cell phone and **personal electronic device (PED)** use.



• From **8:00 a.m. - 3:45 p.m.** all cell phones and personal electronic devices must be in lockers, backpacks **out of sight with the sound off.**



• Cell phones may only be used **before or after school** or with **administrative permission.**



• Teachers and Staff will model the same protocols and will monitor expectations among students in a fair and equitable manner.



• Personal electronic devices will be confiscated by BCS Administration if seen in violation of expectations. Parents or guardians will be able to pick-up confiscated technology after school.



• Accommodations will be made for students that require a personal electronic device for medical assistance or for Individualized Education Programs (IEP). Reach out to your Counselor or Principal for support.



**FOCUSED.  
RESPECTFUL.  
READY TO LEARN.**

— WE ARE —  
**VIKINGS**



**WE MAKE  
SAFE CHOICES.**



**WE SHOW  
RESPECT.**



**WE STAY  
FOCUSED.**



**WE ARE  
OUR BEST.**

**ONE SCHOOL. ONE COMMUNITY.**  
*Stronger Together.*

# BCS



## Vision & Mission

*Honor Tradition. Inspire the Future.*

Rooted in the values, strength, and tradition of our Nebraska community and guided by a dedicated and passionate staff, Bertrand Community School is nurturing a vibrant, future-focused learning environment in which all students are equipped with the skills, knowledge, and character to shape their future as thoughtful, responsible citizens.

## Finance & Budget

**UPDATE ON THIS REQUIREMENT: This will begin NEXT YEAR for school districts.**

- LB803 was signed by the governor in April and requires “every school district, city, and county that collects property taxes has to take part in one shared public budget hearing each year.”
- The district has to send:
  - **one person to represent the district (usually the superintendent or business manager), and**
  - **at least one school board member.**
- Not every board member has to attend – just at least one voting member.
- The county assessor also has to be there.
- Even if several board members attend, it does not count as an official board meeting under the Open Meetings Act, so they do not have to post it like a regular board meeting or take action there.
- The hearing has to happen:
  - **between July 1 and July 15,**
  - after 6:00 p.m.
- The county clerk organizes the hearing.
- **The purpose of the hearing is informational only. Districts basically explain:**
  - **how their budget process works,**
  - **how the budget impacts property taxes,**
  - **what last year’s budget and tax request looked like,**
  - **and what factors might affect this year’s budget.**

In reality, it’s essentially a regional “tax transparency” meeting where political subdivisions give the public an early preview of budgets before final approval later in the process.

---

## Budget Projection Software

I have purchased Budget Planning Software through Nebraska’s School Financial Services, LLC This new system provides districts the ability to walk through developing a budget for all funds, including staff & debt management, with the final output including sections A & B of your LC-2 and the fund reports for the state budget document. See Page 2 for details.



# School Financial Services, LLC

Your Complete Budget Planning Resource for Nebraska School Districts  
*Built by Nebraska school finance professionals with 30+ years of experience*

**Three Powerful Tools. One Trusted Partner. Designed for Those Responsible for School District Budget Planning**  
 Pick One or Pick All — A La Carte Options for Your Needs | Designed for New or Experienced District Leaders

## BUDGET PLANNER PACKAGE | Comprehensive District Budget Tool

Available May 1st | Annual updates released May 1st each year

### Staffing

Get started quickly with staffing tools to plan and manage workforce costs across all positions.

### LC-2 Creation

Create your LC-2 budget document directly from the platform — saving hours of manual entry and calculation.

### Revenue & Expenditures

Track and plan revenue and expenditures for all funds — General, Bond, Activity, Lunch, and more.

### Reports & Presentations

Run professional management reports and presentation-ready outputs for board and community meetings.

### Bond-Debt Management

Manage bond-debt schedules and payments with built-in tools designed for Nebraska requirements.

### Cloud-Based & Secure

All data is securely housed and backed up in the cloud — access your budget from anywhere, anytime.

## BUDGET PLANNER PRICING — Annual License Per Student Enrollment

500 or Fewer Students

**\$500 / year**

Flat annual rate

501–2,000 Students

**\$1.00 / student / year**

Per student rate

2,001+ Students

**\$2,000 / year**

Flat annual rate

★ **3-YEAR AGREEMENT SPECIAL: Pay for Two Years — Year Three is FREE!**

| Regular updates to meet statutory changes | Improvements driven by user feedback

## TEEOSA STATE AID ESTIMATOR

*Professional-Grade Calculation Tool for Nebraska School Districts*

Available December 1st | Annual updates released December 1st each year

Project your district's state aid using the same formula methodology as NDE — without waiting for official certification. State aid is often your largest revenue source.

- ✓ Complete TEEOSA Formula — All 17 needs components and 6 resource calculations
- ✓ Color-coded data entry — Input directly from AFR & ADVISER
- ✓ What-If Scenarios — Model enrollment, valuation & budget changes
- ✓ Excel-based — No special software required
- ✓ Annual updates reflecting statutory changes and new NDE data
- ✓ Comprehensive documentation and user guide included

*Budget Development • Board Presentations • Strategic Planning • Negotiations • Facility Planning*

### TEEOSA PRICING

1-Year License

**\$250**

3-Year License

**\$500**

Single user | Annual updates included

## PROPERTY VALUATION ESTIMATOR

*Project Your District's Property Tax Base Before August Certification*

Available April 1st | Annual updates released April 1st each year

Don't wait until August to know your property tax revenue. Uses Real Property Value Percent Change (RPVPC) data from the Nebraska Dept. of Revenue to project district valuations by property category

- ✓ Multi-County Support — Track valuations across all counties in your district
- ✓ All Property Categories — Personal, Real, Residential, Commercial, Ag Land & more
- ✓ RPVPC Integration — Apply April growth rates to project August values
- ✓ Variance Analysis — Compare estimates to actuals when certified
- ✓ Web-Based — No special software or training required
- ✓ Historical Tracking — Document estimate accuracy over time

*Earlier Budget Planning • Revenue Forecasting • Levy Analysis • Board Presentations • Negotiations*

### PVE PRICING — Simple One-Time Cost

1-Year License

**\$150**

3-Year License

**\$300**

Single user | No subscriptions | No hidden costs

### ★ Pricing for Nebraska Public Schools Only ★

All products and pricing listed on this sheet are exclusively available to Nebraska public school districts. School Financial Services, LLC is committed to serving Nebraska schools with tools built specifically for your funding formulas, statutory requirements, and budget timelines.



To Learn More or Schedule a Demo:  
**schoolfsllc@gmail.com**  
 977 S River Birch Lane • Columbus, NE 68601

© 2026 School Financial Services, LLC. All Rights Reserved.



## Grants & Alternative Funding

I have received a Curriculum Grant worth \$50,000 through Project Lead the Way to pilot new science and Health Science curriculum. We will add Human Body Systems & Principles of Biomedicine for grades 9-12 and Medical Detectives for 7/8. Teachers will attend training this summer and be supported over the next 3 years by PLTW Lead Instructors.

## Student Learning & Achievement

Finishing touches are in progress on the Master Schedule for next year. We are continuing to build out our Career Pathways and adding our 6<sup>th</sup> and final pathway this year, Education (taught by Penny Birkel). This is a dual credit two-year program for students interested in pursuing a career in education. Students will be able to complete Work Based Learning opportunities as Paras or Teacher Assistants in their final year. New courses in Hospitality, Health Science, Ag are also being added.

## Community Relations & Outreach

I have been contacted by former State Senator and NASB Education Lobbyist Colby Coash, to partner with NASB with their legislative support agenda. I will be meeting with him Thursday night at the Legislative conference and am excited to advocate for our students, school, and rural education at both state and national levels.

## District Goals & Priorities Update

- **Mission & Vision Statements**
- **PBIS Expectations in progress - V\*I\*K\*I\*N\*G**
- **Data Review at September/December Inservice**
- PD Alignment to CIP Goals
- **Tier One Expectations included in Weekly Update**
- Staff are engaging with MTSS/CIP work and we are making steady progress

## Facilities Update

All summer maintenance projects are in the works and things are progressing neatly.

We are in the next phase of furniture replacement and beginning to change out the JH/HS classrooms.

The Art room has been gutted and new shelving and desks will be forthcoming.

Asbestos abatement for the Art room is necessary prior to the installation of new flooring. We are looking to do the concrete epoxy like we are doing in the Shop areas.

## Board & Administration Evaluations

I am looking into alternatives for the NASB system and have contacted NRCSA to inquire about their system.

KSB has introduced a new evaluation suite for Boards of Education as well as Administration (Superintendent, Principal, & Bookkeepers). The cost of the suite is \$1500.00 and I am waiting to hear back on whether this is an annual fee or one-time purchase.



MONDAY  
8 JUNE 2026

## Key Legislation - Unicameral Session 2026

### LB 258: Minimum Wage

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

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

LB 383, enacted in 2025, created the Child Sexual Abuse Material Prevention Act. *This is the law that now contains many of Nebraska’s 14 “sexting” statutes, new and old. For example, it criminalizes the creation of AI or “computer-generated” content depicting minors. You often hear these referred to as “deep fakes.” While the law raises some interesting constitutional issues in terms of criminal enforcement, it actually helps schools address “deep fakes” and similar generated content. The Student Discipline Act permits discipline for a violation of Nebraska law, including these laws.* None of these changes made by LB 383 required policy updates last year, but they will continue to shape our digital citizenship presentations and your digital citizenship education efforts.

LB 383 also created the *Parental Rights in Social Media Act. It is set to take effect July 1, 2026. Essentially, any person creating a social media account must go through an age verification process. The law prohibits any “minor” from creating a social media account. “Minor” is defined as an individual “known or reasonably believed by a social media platform to be under eighteen years of age.” The law only permits a minor to have an account if a parent consents, signs an oath, and completes an age verification process on behalf of the child. Even a 17-year-old senior in high school will need parent consent to hold an account if the law takes effect.* Any social media company that violates the new consent requirements can be fined up to \$2,500 per violation. Of course, social media companies including Meta (Facebook, Instagram) and TikTok filed a lawsuit in Nebraska seeking to stop the law from taking effect on July 1. They have stopped the enforcement of similar laws in other states. If they are not successful in Nebraska, this will be a significant change across the state. Under current law, most students aged 13 or older can establish their own accounts without parental consent or oversight. The only real safeguard is external parental controls (human and technological), which rely on the diligence of busy parents who are less technologically sophisticated than their kids. If the law goes into effect, we think it presents a good opportunity to educate parents on its requirements and also their role as digital parents.



## Key Legislation - Unicameral Session 2026

### LB 745: High School Equivalency Diploma

LB 745 *removes the age restriction and waiting period previously required to obtain a high school equivalency diploma in Nebraska.* Under the old law, applicants had to be at least 18 years old and wait until their former graduating class had been out of school for at least one year. The new law eliminates both of those requirements entirely. The bill retains the existing eligibility criteria: applicants must still establish 30-day Nebraska residency (or have last earned credits at a Nebraska high school), and they must demonstrate educational achievement equivalent to a typical high school graduate through approved testing.

### LB 824: NPERS 120 Days

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

### LB 935: Swatting

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

- *Knowingly makes, causes to be made, or directs a false or misleading report of criminal activity or a need for emergency medical services or assistance from firefighters;*
- *Such report is made to a law enforcement agency, public safety answering point, or any other emergency response organization;*
- *The person knows or reasonably should know the report is false or misleading; and*
- *The report results in the dispatch of law enforcement, firefighters, or emergency response personnel.*

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



MONDAY  
8 JUNE 2026

## Key Legislation - Unicameral Session 2026

### **LB 935: Attorney Fees**

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

### **940: Color Additives**

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

### **LB 1126: Public-Private Partnership Contracts**

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

## **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**

- a. 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.
- b. The health curriculum will include information on good nutrition and healthy living habits.
- c. Teachers will incorporate information on nutrition and wellness into the classroom curriculum as appropriate.
- d. The district will collaborate with public and private entities to promote student wellness.
- e. Water will be made available to students throughout the school day.

### **2. Goals for Physical Activity**

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

### **3. Goals for Other School-Based Activities Designed to Promote Student Wellness**

- a. The district will participate in state and federal child nutrition programs as appropriate.
- b. The district will provide professional development, support, and resources for staff about student wellness.
- c. Students will be provided sufficient time in which to eat school-provided meals.
- d. The district's lunchrooms will be attractive and well-lighted.

- e. 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.
- f. The district may partner with other individuals or entities in the community to support the implementation of this policy.
- g. 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.)
- h. The district will use evidence-based strategies to develop, structure, and support student wellness.

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

- a. The district will ensure that student access to foods and beverages meet federal, state and local laws and guidelines including, but not limited to:
  - i. USDA National School Lunch and School Breakfast nutrition standards
  - ii. USDA Smart Snacks in School nutrition standards.
- b. 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.

#### **5. 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.

#### **6. Food and Beverage Marketing**

Marketing and advertising is 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:

- a. 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.
- b. 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.

- c. 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

## **7. 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.

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

- a. 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.
- b. Applicability. Except as otherwise allowed by the Nebraska Department of Education (NDE) or applicable law, all competitive food 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.)
- c. Fundraiser Exemptions. A special exemption is allowed for the sale of food and/or beverages that do not meet the competitive food standards as required in this section for the purpose of conducting an infrequent school-sponsored fundraiser. The specially exempted fundraisers must not take place more than the frequency specified by NDE during such periods that schools are in session. No specially exempted fundraiser foods or beverages may be sold in competition with school meals in the food service area during the meal service.
- d. Other Exemptions. The only other nutrition exemptions from the competitive food requirements are those found in 7 CFR § 210.11.
- e. Other Limitations. No competitive food can be sold to children anywhere on school premises beginning one half hour before breakfast and/or lunch service until one half hour after meal service unless all proceeds earned during these time periods go to the school nutrition program.

## **9. Triennial Assessment**

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

- a. Compliance with this policy;
- b. How this policy compares to NDE model wellness policies;
- c. Progress made in attaining the goals of this policy.

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

## **10. Public Notice**

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, 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.

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, 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.

## **11. Recordkeeping**

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

## **12. 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.

\* These strategies include, but are not necessarily limited to, those cited in the Alliance for a Healthier Generation's Model Wellness Policy (Updated June 2020 to Reflect the USDA Final Rule) [found at https://api.healthiergeneration.org/resource/2](https://api.healthiergeneration.org/resource/2).

Adopted on: 4/12/2010

Revised on: 4/14/2014, 7/13/2015, 3/13/2017, 10/12/2020, 6/12/2023

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

## **5054 Student Bullying**

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

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

**Reporting Bullying.** Students who experience or observe bullying behavior must immediately report what happened to a teacher or administrator. Students can use the district’s anonymous platform Safe2School to make this report. Students may always confer with their parents or guardians about bullying they experience or witness, but the students must also ultimately report the situation to a teacher or administrator.

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

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

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

Without limiting the foregoing, a student who engages in bullying behavior that materially and substantially interferes with or disrupts the educational environment, the district’s day-to-day operations, or the education process, regardless of where the student is at the time of engaging in the bullying behavior, may be subject to discipline to the extent permitted by law.

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

**Support for Students Who Have Experienced Bullying.** Regardless of where the bullying occurred, the district will consider whether victims of bullying are suffering an

adverse educational impact and, if appropriate, will refer those students to the district's student assistance team.

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

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

Adopted on: 7/13/2009

Revised on: 7/12/2016, 7/9/2018

Reviewed on: 7/12/2010, 7/11/2011, 7/10/2012, 7/8/2013, 7/14/2014, 7/13/2015, 7/11/2016, 6/10/2019, 7/13/2020, 6/14/2021, 6/13/2020, 6/12/2023

KAREN A. HAASE <sup>NE, SD, IA, WY, KS</sup>

STEVE WILLIAMS <sup>NE, SD</sup>

BOBBY TRUHE <sup>NE, SD</sup>

COADY H. PRUETT <sup>NE, CO, SD, KS</sup>

JORDAN JOHNSON <sup>NE, WY, NE</sup>



TYLER COVERDALE <sup>SD</sup>

SARA HENTO <sup>NE, SD</sup>

AMANDA DABNEY <sup>NE, WY</sup>

SHARI RUSSELL, Paralegal

---

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

---

To: KSB Policy Service Subscribers

FROM: KSB School Law

DATE: May 26, 2026

RE: Annual Policy Updates

---

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

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

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

206 SOUTH 13TH STREET, SUITE 1100  
LINCOLN, NEBRASKA 68508

KSB SCHOOL LAW, PC, LLO  
KSBSCHOOLLAW.COM  
(402) 804-8000  
ATTORNEYS LICENSED IN STATES INDICATED

300 NORTH DAKOTA AVENUE, SUITE 609  
STOUX FALLS, SOUTH DAKOTA 57104

## Policy Changes

---

### **REVISION OF POLICY 2008: MEETINGS**

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

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

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

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

**This revision is required.**

---

---

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

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

**This change is required.**

---

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

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

**This change is required.**

---

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

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

**This change is required.**

---

### **REVISION OF POLICY 3048: COMMUNICABLE DISEASE**

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

**This change is required.**

---

### **REVISION OF POLICY 3057: TITLE IX (FULL VERSION)**

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

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

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

---

### **NEW POLICY 3061: ACH ORIGINATOR POLICY**

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

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

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

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

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

---

### **REVISION OF POLICY 4017: RELATIONS WITH EMPLOYEE COLLECTIVE BARGAINING ASSOCIATIONS**

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

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

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

**This change is required.**

---

### **REVISION OF POLICY 4019: WORKPLACE INJURY PREVENTION AND SAFETY COMMITTEE**

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

**This change is required.**

---

### **REVISION OF POLICY 4056: RESIGNATION OF CERTIFICATED STAFF**

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

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

**This change is required.**

---

---

## **NEW POLICY 4065: STAFF USE OF AI TOOLS**

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

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

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

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

---

## **REVISION OF POLICY 5001: COMPULSORY ATTENDANCE AND EXCESSIVE ABSENTEEISM**

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

**This change is required.**

---

---

## **REVISION OF POLICY 5003: ADMISSION OF PART-TIME STUDENTS**

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

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

- (1) Activities regulated by an athletic/activities association (like NSAA): 5 credit hours;
- (2) Activities regulated by some other governing body (like FFA): the number of credit hours the school offers based on what the governing body requires; and
- (3) Activities not regulated by any governing body or athletic/activities association (like prom and chess club): the board may require up to 5 credit hours but can require fewer, even 0.

**This change is required.**

---

## **REVISION OF POLICY 5004: OPTION ENROLLMENT**

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

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

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

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

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

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

---

### **REVISION OF POLICY 5035: STUDENT DISCIPLINE**

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

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

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

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

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

**This change is required.**

---

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

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

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

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

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

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

---

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

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

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

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

**This policy revision is optional.**

---

**REVISION OF POLICY 6038: STUDENT USE OF AI TOOLS**

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

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

**This policy, and the changes, are optional.**

---

### **NEW POLICY 6046: RIGHT TO ACCESS SCHOOL LIBRARY MATERIALS**

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

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

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

**This policy is required.**

---

## **Form Changes**

### **Special Education Procedures**

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

### **Policy 5004 - Related Option Enrollment Resources**

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

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

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

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

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

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

### **Policy 6046 - Right to Request Notification of Library Books**

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

---

## **Other Issues To Consider**

### **LB 258: Minimum Wage**

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

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

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

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

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

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

### **LB 745: High School Equivalency Diploma**

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

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

### **LB 803: Pink Postcards for Everyone!**

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

### **LB 824: NPERS 120 Days**

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

### **LB 935: Swatting**

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

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

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

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

### **LB 935: Attorney Fees**

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

### **LB 940: Color Additives**

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

### **LB 1126: Public-Private Partnership Contracts**

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

## KSB Evaluation Platform Suite

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

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

## CONCLUSION

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

## 2008 Meetings

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

### 1. Types of Meetings

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

### 2. Notice

~~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.~~

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

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

**Publication Procedure if the Newspaper Will Be Finalized for Printing Prior to the Time and Date of the Meeting.** Notice of regular and special meetings shall be (1) published in a newspaper of general circulation within the district that is finalized for printing prior to the time and date of the meeting, (2) posting on the newspaper's website, if available, and (3) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers.

~~**Publication Procedure if the Newspaper Will Not Be Finalized for Printing Prior to the Time and Date of the Meeting.** Notice of regular and special meetings shall be (1) posting on the newspaper's website, if available, and (2) posting on a statewide website, if available, 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 school district's jurisdiction is to be finalized for printing prior to the time and date of the meeting.~~

~~Newspapers of general circulation in the district include the                     . 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, (2) request the newspaper submit a post on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (3) 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 and the written request to the newspaper.~~

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.~~

#### 4.3. Minutes

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

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

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

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

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

## **2008 Meetings**

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

### 1. Types of Meetings

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

### 2. Notice

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

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

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes of the meeting, and any formal action taken in such meeting shall pertain only to the emergency. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public no later than the end of the next regular business day.

3. Minutes

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

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

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

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

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

## **3003**

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

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

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

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

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

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

#### **III. Formal Bidding for Major Purchases and Construction**

- A. Pursuant to section 73-106 of the Nebraska statutes, the board will advertise for bids when the contemplated expenditure of the project

exceeds \$136,000 for the construction, remodeling or repair of a school-owned building or for site improvement.

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

C. Advertising for Bids

1. The superintendent or designee will arrange to advertise for bids under this section by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date on which bids are due.
2. Nothing in this policy shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

D. Bid Documents

1. The bid documents shall identify the day upon which the bids shall be returned, received or opened and shall identify the hour at which the bids will close or be received or opened.
2. The invitation for bids will be sufficiently certain and specific, will include any specifications and pertinent attachments, and will define the items or services in order to allow the bidder to properly respond.
3. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.
4. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.
5. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.
6. Sealed bids will be opened in a place and at the specific time

stated in the bid form. Bidders shall be notified of the opening and invited to be present.

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

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

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

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

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

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

## 3003

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

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

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

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

#### **II. Projects with an Estimated Cost of Less than \$109136,000**

- A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than \$109136,000.
- B. Prior to solicitation of the quotes and/or estimates, the superintendent will determine whether the district will accept oral submissions.
- C. Quotes and/or estimates may be solicited by the superintendent or his/her designee without board action.
- D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.
- E. The district may use a Nebraska state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.
- F. Nothing in this subsection prohibits or requires the use of the formal bidding procedures. If the district is going to solicit formal bids for projects of less than \$109136,000 they must follow the formal procedures outlined in this policy.

#### **III. Formal Bidding for Major Purchases and Construction**

- A. Pursuant to section 73-106 of the Nebraska statutes, the board will advertise for bids when the contemplated expenditure of the project

exceeds \$~~109~~136,000 for the construction, remodeling or repair of a school-owned building or for site improvement.

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

C. Advertising for Bids

1. The superintendent or designee will arrange to advertise for bids under this section by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date on which bids are due.
2. Nothing in this policy shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

D. Bid Documents

1. The bid documents shall identify the day upon which the bids shall be returned, received or opened and shall identify the hour at which the bids will close or be received or opened.
2. The invitation for bids will be sufficiently certain and specific, will include any specifications and pertinent attachments, and will define the items or services in order to allow the bidder to properly respond.
3. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.
4. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.
5. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.
6. Sealed bids will be opened in a place and at the specific time

stated in the bid form. Bidders shall be notified of the opening and invited to be present.

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

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

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

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

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

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

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

**I. Applicability of the Policy**

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

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$~~109~~136,000, the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. §§ 13-2901 through 13-2914), energy financing contracts (NEB. REV. STAT. §§ 66-1062 through 66-1066), other applicable state laws, and the board's general policy on Bidding for Construction and Related Projects. In addition, all procurement and construction shall comply with the rules and requirements of 2 CFR part 200.317 through 200.~~326~~327 and 34 CFR sections 75.601 through 75.615. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

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

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

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

### **III. Construction Projects with an Anticipated Cost of Under \$250350,000**

#### **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 \$10,00015,000 (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 \$10,00015,000. 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 \$10,00015,000 and \$250350,000 (Simplified Acquisition Procedures)

For construction projects subject to this policy, simplified acquisitions are purchases that, in the aggregate amount, is more than \$10,00015,000 and less than \$250350,000 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 \$109136,000 and \$2349,999 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 \$109136,000 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 \$109136,000 and \$250350,000.

#### **IV. Construction Projects with an Anticipated Cost Over \$250350,000**

A. Sealed Bids: All constructions projects subject to this policy with an anticipated cost of \$250350,000 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 200.322327 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~~ reviewing the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

#### E. Settlements of Issues Arising Out of Contract

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

#### F. Record Keeping

##### 1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an

effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333334.
  - c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.
2. Maintenance of Construction Records for Projects Financed with Federal Funds
- a) The District must maintain records sufficient to detail the history of all construction projects financed with federal funds. These records will include, but are not necessarily limited to the following: rationale for the method of construction, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
  - b) Retention of construction records shall be in accordance with applicable law and Board policy.

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

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

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

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

### **D. Enforcement**

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

## **VII. Financial Management**

### **A. Identification.**

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

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

#### B. Financial Reporting

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

#### C. Accounting Records

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

#### D. Internal Controls

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

#### E. Budget Control

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

#### F. Payment Methods

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

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

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

#### G. Allowability of Costs

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

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

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

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

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

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

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

#### I. Cost Sharing or Matching

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

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

#### J. Documentation of Personnel Expenses

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

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

#### A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.~~326~~-327 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

#### B. Contracting with Certain Vendors

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

area firms are used when possible consistent with state law.

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

### C. Record Keeping

#### 1. Record Retention

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

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

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

2. Maintenance of Procurement Records

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

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

D. Privacy

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

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

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

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

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

**I. Applicability of the Policy**

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

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

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

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

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

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

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

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

##### **1. Construction with an Anticipated Cost of up to \$15,000 (Micro-Purchases)**

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

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

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

For construction projects subject to this policy, simplified acquisitions are purchases that, in the aggregate amount, is more than \$15,000 and less than \$350,000 annually. For simplified acquisitions, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts.

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

Pursuant to Nebraska law, construction projects which have an

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

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

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

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

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

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

#### B. Advertising for Bids.

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

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

#### C. Bid Documents

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

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

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

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

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

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

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

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

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

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

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

### **A. Required Terms**

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

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

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

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

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

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

## D. Debarment and Suspension

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

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

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

## E. Settlements of Issues Arising Out of Contract

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

## F. Record Keeping

### 1. Record Retention

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

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

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

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

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

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

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

### **D. Enforcement**

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

## **VII. Financial Management**

### **A. Identification.**

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

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

#### B. Financial Reporting

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

#### C. Accounting Records

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

#### D. Internal Controls

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

#### E. Budget Control

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

#### F. Payment Methods

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

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

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

#### G. Allowability of Costs

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

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

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

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

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

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

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

#### I. Cost Sharing or Matching

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

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

#### J. Documentation of Personnel Expenses

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

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

#### A. Required Terms

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

#### B. Contracting with Certain Vendors

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

area firms are used when possible consistent with state law.

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

### C. Record Keeping

#### 1. Record Retention

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

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

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

2. Maintenance of Procurement Records

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

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

D. Privacy

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

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

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

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

## **3004.1 Fiscal Management for Purchasing and Procurement Using Federal Funds**

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

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

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

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

### **II. Procurement System**

The District maintains the following purchasing procedures.

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

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

## **B. Methods of Purchasing**

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

### **1. Purchases up to \$15,000 (Micro-Purchases)**

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

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

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

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

### **3. Purchases Over \$350,000**

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

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

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

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

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

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
  - 1) The procurement transaction can only be fulfilled by a single source;
  - 2) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;
  - 3) The federal awarding agency or pass-through entity expressly authorizes written approval of noncompetitive proposals in response to a written request from the District; or
  - 4) After solicitation of a number of sources, competition is determined inadequate.
- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$350,000.

5. **Competitive Proposals.**

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

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

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

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

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

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

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

### **E. Debarment and Suspension**

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

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

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

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

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

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

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

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

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

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

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

### **D. Enforcement**

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

## **IV. Property Management Systems**

### **A. Property Classifications**

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$10,000.
2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the

capitalization level established by the District for financial statement purposes or \$10,000, regardless of the length of its useful life. 2 C.F.R. §200.94.

3. Computing Devices means machines that acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.
4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
  - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
  - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

## **B. Inventory Procedure**

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

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

## **C. Inventory Records**

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

1. Serial number;
2. District identification number;
3. Manufacturer;

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

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

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

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

#### **E. Maintenance**

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

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

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

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

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the federal award, and the District will not encumber the

property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

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

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

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

#### **I. Equipment Retention**

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

#### **J. Equipment and Capital Expenditures**

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

#### **K. Depreciation**

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

#### **L. Reporting and Recording Federal Property Interest**

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

#### **V. Financial Management**

## **A. Identification**

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

## **B. Financial Reporting**

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

## **C. Accounting Records**

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

## **D. Internal Controls**

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

## **E. Budget Control**

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

## **F. Payment Methods**

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

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

### **G. Allowability of Costs**

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

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

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

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

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior

approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

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

### **I. Cost Sharing or Matching**

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

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

### **J. Documentation of Personnel Expenses**

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

## **VI. Written Compensation Policies**

### **A. Time and Effort Standards**

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. This includes an employee whose salary is paid with state or local

funds but is used to meet a required “match” in a federal program. These documents, known as time and effort records, are maintained in order to charge the costs of personnel compensation to federal grants. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

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

#### **B. Time and Effort Procedures**

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

#### **C. Fringe Benefits**

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

#### **D. Leave**

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

#### **E. Unexpected or Extraordinary Circumstances**

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

## **F. Documentation for Personnel Expenses**

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

## **VII. Other Contract Matters.**

### **A. Required Terms**

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

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

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

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

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

### **C. Record Keeping**

#### 1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show

compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

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

## 2. Maintenance of Procurement Records

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

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

**D. Privacy**

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

**E. Travel Costs**

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

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

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

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

## **3004.1 Fiscal Management for Purchasing and Procurement Using Federal Funds**

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

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

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

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

### **II. Procurement System**

The District maintains the following purchasing procedures.

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

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

## B. Methods of Purchasing

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

### 1. Purchases up to ~~\$10,000~~15,000 (Micro-Purchases)

Micro-purchase means an individual procurement transaction for supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed ~~\$10,000~~15,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

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

### 2. Purchases between ~~\$10,000~~15,000 and ~~\$250,000~~350,000 (Simplified Acquisition Procedures)

Simplified acquisitions are purchases that, in the aggregate amount, are more than ~~\$10,000~~15,000 and less than ~~\$250,000~~350,000 annually. For simplified acquisitions, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

### 3. Purchases Over ~~\$250,000~~350,000

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

For purchases over ~~\$250,000~~350,000, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement. If sealed bids are not accepted for a purchase of over ~~\$250,000~~350,000, the district will retain an explanation for that decision.

#### b) Contract/Price Analysis

The District performs a cost or price analysis in connection with every procurement action in excess of ~~\$250,000~~350,000, including contract

modifications. The district will make an independent estimate of costs prior to receiving bids or proposals.

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

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
  - 1) The procurement transaction can only be fulfilled by a single source;
  - 2) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;
  - 3) The federal awarding agency or pass-through entity expressly authorizes written approval of noncompetitive proposals in response to a written request from the District; or
  - 4) After solicitation of a number of sources, competition is determined inadequate.
- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds ~~\$250,000~~\$350,000.

#### 5. **Competitive Proposals.**

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

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

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

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

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

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

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

### **E. Debarment and Suspension**

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

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

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

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

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

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

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

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

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

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

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

### **D. Enforcement**

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

## **IV. Property Management Systems**

### **A. Property Classifications**

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$10,000.
2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the

capitalization level established by the District for financial statement purposes or \$10,000, regardless of the length of its useful life. 2 C.F.R. §200.94.

3. Computing Devices means machines that acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.
4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
  - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
  - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

## **B. Inventory Procedure**

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

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

## **C. Inventory Records**

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

1. Serial number;
2. District identification number;
3. Manufacturer;

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

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

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

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

#### **E. Maintenance**

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

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

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

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

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the federal award, and the District will not encumber the

property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

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

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

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

### **I. Equipment Retention**

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

### **J. Equipment and Capital Expenditures**

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

### **K. Depreciation**

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

### **L. Reporting and Recording Federal Property Interest**

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

## **V. Financial Management**

## **A. Identification**

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

## **B. Financial Reporting**

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

## **C. Accounting Records**

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

## **D. Internal Controls**

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

## **E. Budget Control**

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

## **F. Payment Methods**

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

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

### **G. Allowability of Costs**

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

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

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

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

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior

approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

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

### **I. Cost Sharing or Matching**

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

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

### **J. Documentation of Personnel Expenses**

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

## **VI. Written Compensation Policies**

### **A. Time and Effort Standards**

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. This includes an employee whose salary is paid with state or local

funds but is used to meet a required “match” in a federal program. These documents, known as time and effort records, are maintained in order to charge the costs of personnel compensation to federal grants. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

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

#### **B. Time and Effort Procedures**

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

#### **C. Fringe Benefits**

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

#### **D. Leave**

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

#### **E. Unexpected or Extraordinary Circumstances**

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

## **F. Documentation for Personnel Expenses**

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

## **VII. Other Contract Matters.**

### **A. Required Terms**

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

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

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

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

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

### **C. Record Keeping**

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

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show

compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

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

## 2. Maintenance of Procurement Records

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

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

**D. Privacy**

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

**E. Travel Costs**

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

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

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

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

## 3048 Communicable Disease

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

~~**Communicable Diseases.**—Communicable diseases are defined by the Nebraska Department of Health and Human Services in Title 173 Nebraska Administrative Code Chapter 1 and include HIV/AIDS, Hepatitis (A, B, and E), Measles, Mumps, and Tuberculosis.~~

~~**School Attendance and Participation in School Sponsored Activities.** A student who has been~~**Definitions.** [Terms used in this policy have the meanings given in 173 NAC 3-002. A "reportable communicable disease" means a disease that must be reported under 173 NAC, Chapter 1.](#)

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

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

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

~~**Exclusion From School.** The district will exclude a student with a confirmed communicable disease for at least the minimum isolation period in Attachment 1 to 173 NAC, Chapter 3. The student must be free of acute signs and~~

symptoms. The student must be fever-free for 24 hours without fever-reducing medication before returning to school.

### **School Attendance and Participation in School Sponsored Activities.**

The district will provide educational services to a student diagnosed with a communicable disease shall be provided with educational services in accordance with state law and board policy. Generally, individuals with a communicable disease will be restricted only to the extent necessary as required by law. The district will restrict the student as needed to prevent the transmissionspread of the disease, to protect theirthe student's health and rights of privacy, and to protect the health and safety of others. The decision regarding a student's education program and placement shall be made on an individual basis in light of current medical and educational information and recommendations. These will be determined by the superintendent, the student's Section 504 or Individualized Education Program (IEP) team, or the district's Crisis Team. In addition, participation in Nebraska School AthleticParticipation in Nebraska School Activities Association (NSAA) events will beis subject to itsNSAA rules and procedures, if anythe provisions of the district activity handbook.

### **Infection and Exposure Control Procedures/Universal Precautions.**

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

The superintendent will take appropriate measures if there is an **Outbreaks.** In an outbreak or epidemic or outbreak of a communicable disease which may include, but is not limited to, the emergency exclusion or alternative placement of superintendent may exclude students, reassign students, or close one or more schools. The superintendent will coordinate with the closure of a school building or the entire school district. local health department and the Nebraska Department of Health and Human Services as needed.

**Confidentiality.** The existence of an individual'sdistrict will keep information about a person's communicable disease shall be treated as confidential and will be limited to school. The district will share information only with staff on a "need-to-know" basis. If it is necessary toWhen the district must inform a person of another'sabout another person's condition (due to exposure, for instance), the person will be notified of, the confidentiality ofdistrict will inform that disclosure. In addition, any communicationperson of the duty to keep the information confidential. The district will communicate about a student's

communicable disease ~~shall be~~ consistent with ~~that~~the student's IEP or Section 504 Plan, if any.

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

~~**Reporting.** School staff who learn that an individual has a communicable disease will report it to the proper authority as required by Title 173 Nebraska Administrative Code Chapter 1~~

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

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

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

## **3048 Communicable Disease**

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

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

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

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

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

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

**School Attendance and Participation in School Sponsored Activities.** The district will provide educational services to a student diagnosed with a

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

**Infection and Exposure Control Procedures/Universal Precautions.**

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

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

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

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

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

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

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

## **3057 Title IX Policy**

As required by Title IX of the Education Amendments of 1972, it is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities, or in regards to admission or employment. Any person may report sex discrimination, including sexual harassment. This report may be made by any means to the district's Title IX Coordinator, who can be contacted at [Office Address], [Email Address], [Telephone Number]. Any other inquiries regarding the application of this policy should be referred to the Title IX Coordinator.

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

- **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- **Formal complaint** means a document or electronic submission filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment and requesting that the district investigate the allegation of sexual harassment. At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity.
- **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.
- **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.
- **Sexual harassment** means conduct on the basis of sex where (1) An employee of the district conditions the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct; (2) An individual experiences unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies the person equal access to the district's education program or activity; (3) An individual experiences a sexual assault, dating violence, domestic violence, or

stalking as further defined below. Any report of conduct not meeting these definitions will not require the grievance procedure described in this policy.

- **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:
  - **Sex Offenses**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.
    - **Rape**—(Except Statutory Rape) Penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, or by a sex-related object. This definition includes instances in which the victim is incapable of giving consent because of temporary or permanent mental or physical incapacity (including due to the influence of drugs or alcohol) or because of age. Physical resistance is not required on the part of the victim to demonstrate lack of consent.
    - **Criminal Sexual Contact**—The intentional touching of the clothed or unclothed body parts without consent of the victim for the purpose of sexual degradation, sexual gratification, or sexual humiliation. The forced touching by the victim of the actor's clothed or unclothed body parts, without consent of the victim for the purpose of sexual degradation, sexual gratification, or sexual humiliation. This offense includes instances where the victim is incapable of giving consent because of age or incapacity due to temporary or permanent mental or physical impairment or intoxication for the purpose of sexual degradation, sexual gratification, or sexual humiliation.
  - **Unlawful Sexual intercourse**
    - **Incest**—Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
    - **Statutory Rape**—Nonforcible sexual intercourse with a person who is under the statutory age of consent

- **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—
  - who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - The length of the relationship.
    - The type of relationship.
    - The frequency of interaction between the persons involved in the relationship.
- **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.
- **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—
  - fear for his or her safety or the safety of others; or
  - suffer substantial emotional distress.
- **Supportive measures** are non-disciplinary, non-punitive individualized services offered without fee that do not unreasonably burden the parties. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

**Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the district’s Title IX Coordinator. district personnel will not retaliate against any individual based

on any report of suspected sexual harassment. Any district employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

## **Response to Sexual Harassment**

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

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

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

## **Grievance Process for Formal Complaints of Sexual Harassment**

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

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

## **Grievance Procedure**

**Time Frames.** The district will resolve grievances in a time frame that is reasonably prompt. Good cause for delay may include considerations such as

the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

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

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

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

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

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

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

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

**Investigation of Formal Complaint.** When investigating a formal complaint and throughout the grievance process, the district will designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint. The district may consolidate formal complaints where the allegations of sexual harassment arise out of the same facts or circumstances.

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

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

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

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

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

decision.

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

- Identification of the allegations potentially constituting sexual harassment;
- A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- Findings of fact supporting the determination;
- Conclusions regarding the application of the district's code of conduct to the facts;
- A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and
- The district's procedures and permissible bases for the complainant and respondent to appeal.

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

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

**Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools no later than 5:00 pm on the fifth calendar day after the written determination is issued. The Notice of Appeal must include (a) the name of the party or parties making

the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal.

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

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination or dismissal was made that could affect the outcome of the matter; and
- The Title IX Coordinator, investigator(s), or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The district will notify other parties in writing when an appeal is filed; implement appeal procedures equally for all parties; and ensure that the decision-maker for the appeal is not the same person as the decision-maker, the investigator(s), or the Title IX Coordinator.

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

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

- the allegations;
- the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;
- that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

- any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

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

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

The district will also create records documenting any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken. The district will maintain these records for a period of seven years.

**Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any

complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

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

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

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

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

**Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in

compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

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

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

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

## **3057 Title IX Policy**

As required by Title IX of the Education Amendments of 1972, it is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities, or in regards to admission or employment. Any person may report sex discrimination, including sexual harassment. This report may be made by any means to the district's Title IX Coordinator, who can be contacted at [Office Address], [Email Address], [Telephone Number]. Any other inquiries regarding the application of this policy should be referred to the Title IX Coordinator.

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

- **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- **Formal complaint** means a document or electronic submission filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment and requesting that the district investigate the allegation of sexual harassment. At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity.
- **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.
- **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.
- **Sexual harassment** means conduct on the basis of sex where (1) An employee of the district conditions the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct; (2) An individual experiences unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies the person equal access to the district's education program or activity; (3) An individual experiences a sexual assault, dating violence, domestic violence, or

stalking as further defined below. Any report of conduct not meeting these definitions will not require the grievance procedure described in this policy.

- **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:
  - **Sex Offenses, 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) Penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, or by a sex-related object. The carnal knowledge of a person, without the consent of the victim, This definition includes including instances in which 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 (including due to the influence of drugs or alcohol) or because of age. Physical resistance is not required on the part of the victim to demonstrate lack of consent.
    - ~~**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~~
    - **Criminal Sexual ContactFondling**—The intentional touching of the clothed or unclothed private body parts of another person for the purpose of sexual gratification, without the consent of the victim for the purpose of sexual degradation, sexual gratification, or sexual humiliation. The forced touching by the victim of the actor's clothed or

~~uncl~~o~~th~~e~~d body parts, without consent of the victim for the purpose of sexual degradation, sexual gratification, or sexual humiliation. This offense includes instances where the victim is incapable of giving consent because of age or incapacity due to temporary or permanent mental or physical impairment or intoxication for the purpose of sexual degradation, sexual gratification, or sexual humiliation., 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~~

- ~~**Unlawful Sexual Intercourse**~~~~**Sex Offenses, Non-forcible—**~~~~(Except Prostitution Offenses)~~ Unlawful, non-forcible sexual intercourse.
  - ~~**Incest**~~—Non~~f~~-~~F~~orcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
  - ~~**Statutory Rape**~~—Non~~f~~-~~F~~orcible sexual intercourse with a person who is under the statutory age of consent
- **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—
  - who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - The length of the relationship.
    - The type of relationship.
    - The frequency of interaction between the persons involved in the relationship.
- **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim

who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

- **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—
  - fear for his or her safety or the safety of others; or
  - suffer substantial emotional distress.
- **Supportive measures** are non-disciplinary, non-punitive individualized services offered without fee that do not unreasonably burden the parties. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

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

## **Response to Sexual Harassment**

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

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

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

## **Grievance Process for Formal Complaints of Sexual Harassment**

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

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

## **Grievance Procedure**

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

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

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

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

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

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

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

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

**Investigation of Formal Complaint.** When investigating a formal complaint and throughout the grievance process, the district will designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint. The district may consolidate formal complaints where the allegations of sexual harassment arise out of the same facts or circumstances.

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

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

The district will provide written notice of the date, time, location, participants,

and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate.

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

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

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

- Identification of the allegations potentially constituting sexual harassment;
- A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- Findings of fact supporting the determination;
- Conclusions regarding the application of the district's code of conduct to the facts;
- A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary

sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

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

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

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

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

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

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination or dismissal was made that could affect the outcome of the matter; and
- The Title IX Coordinator, investigator(s), or decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The district will notify other parties in writing when an appeal is filed; implement appeal procedures equally for all parties; and ensure that the decision-maker for the appeal is not the same person as the decision-maker, the investigator(s), or the Title IX Coordinator.

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

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

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

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

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

The district will also create records documenting any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken. The district will maintain these records for a period of seven years.

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

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

**Notification of Policy.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106,

in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

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

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

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

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

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

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

**3061**  
**ACH Originator**

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

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

**Fraud Monitoring.** The District reviews ACH transactions for unusual patterns or amounts before submitting each file. If the District suspects an error or unauthorized ACH transaction, the District will: determine whether the problem is fraud, a scam, or an internal error; notify the bank right away; contact law enforcement if needed; and stop all related future ACH transactions.

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

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

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

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

## 4017

### Relations with Employee Collective Bargaining Associations

The board of education recognizes the right of staff members to belong to professional employee organizations for bargaining purposes pursuant to state statutes. The board will negotiate with employee associations organizations that have been established certified or recognized in accordance with public employee bargaining statutes ~~and will negotiate with local collective bargaining unit representatives at mutually agreeable times.~~ The board or administration will coordinate with certified or recognized organizations for purposes of collective bargaining.

~~To facilitate an amicable relationship between the district and any local employee associations, the~~ The district will allow professional employee associations organizations to make reasonable use of district facilities for meetings outside the school's district's and the employees' work hours. With administrative approval, associations organizations may use district resources, post notices of meetings, and provide other information on bulletin boards designated for this purpose, and use district e-mail and mail boxes mailboxes for delivery of employment-related information specific to the organization. Associations Organizations must pay for all supplies used, damage caused, or the loss or theft of borrowed property.

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

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

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

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

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

## 4017

### **Relations with Employee Collective Bargaining Associations**

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

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

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

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

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

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

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

## 4019 Workplace Injury Prevention and Safety Committee

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

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

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

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

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

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

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

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

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

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

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

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

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

## **4019 Workplace Injury Prevention and Safety Committee**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SELECT ONE OF THE FOLLOWING PARAGRAPHS**

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

**OR**

Staff members who submit their resignations to the board of education after \_\_\_\_\_ but before \_\_\_\_\_ **[insert whatever date your district uses]** will be released from the next school year's contract so long as the board is able to obtain the services of a suitable replacement. Suitability determinations will be made solely by the district and will be based upon, but not limited to, experience, quality, availability of adequate candidates, effect on extracurricular programs, class offerings, and effect on students. Staff members who refuse to fulfill their contractual obligations will be reported to the Commissioner of Education.

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

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

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

**SELECT ONE OF THE FOLLOWING PARAGRAPHS**

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

**OR**

Staff members who submit their resignations to the board of education after \_\_\_\_\_ but before \_\_\_\_\_ **[insert whatever date your district uses]** will be released from the next school year's contract so long as the board is able to obtain the services of a suitable replacement. Suitability determinations will be made solely by the district and will be based upon, but not limited to, experience, quality, availability of adequate candidates, effect on extracurricular programs, class offerings, and effect on students. Staff members who refuse to fulfill their contractual obligations will be reported to the ~~Commissioner of Education Professional Practices Committee of the Nebraska Department of Education.~~

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

## **4065 Staff Use of AI Tools**

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

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

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

### **I. Staff Expectations for Use of AI Tools in Education**

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

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

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

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

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

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

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

1. Upload FERPA-protected information about students without the express, written authorization from administrators who have assured themselves that such disclosure is lawful;
2. Relying solely on an AI Tool to grade student work that counts toward a grade or transcript or otherwise evaluate student academic progress;
3. Make or share deepfakes or fake images, audio, or video of any real person.
4. Make or share sexual or intimate images of any real person—even if the image is AI-generated;
5. Use AI to harass, bully, threaten, or impersonate any student, staff member, parent, board member, or community member;
6. Use AI to watch, track, or scan faces of students or staff outside of systems the board has approved;
7. Upload materials to AI if the copyright or license does not allow it;

8. Share district AI accounts or passwords with students or others;
9. Use district AI accounts for personal or business reasons; or
10. Use AI to bypass district network security, content filters, or device controls.

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

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

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

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

## 5003 Admission of Part-Time Students

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

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

1. is of appropriate age to attend school;
2. is a resident of this school district;
- ~~2.3. is or~~ a resident of another school district attending a private, denominational, parochial, or exempt school, ~~but only. For residents of another school district, the student is only eligible to part-time enroll~~ if
  - a. this school district is the closest to the student's residence that offers the extracurricular sport or activity they desire to participate in, and their resident school district does not offer that sport or activity; ~~or~~
  - b. the school building the student would attend if accepted for part-time enrollment is closer than the school building the student attends or would attend at the resident district;
- 3.4. has not graduated from high school; and
- 4.5. has not received a graduate equivalency diploma.

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

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

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

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

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

**Extracurricular Sports and Activities.** [OPTION 1: accredited private school students can't participate] Students who are enrolled in a private, denominational, or parochial school may not participate in extracurricular sports and activities sponsored by the school district.

[OPTION 2: accredited private school students can participate]. Students who are enrolled in a private, denominational, or parochial school may not participate in extracurricular sports and activities sponsored by the school district if they participate in extracurricular sports and activities at any other public, private, denominational, or parochial school. Any such students who desire to participate in extracurricular sports and activities at the school district must enroll in the following number of credit hours from the school district:

1. -For extracurricular sports and activities regulated by an athletics or activities association in which this school district is a member: 5 credit hours.
2. For extracurricular sports and activities governed by a national or state organization other than an athletics or activities association, such as FFA: the minimum number of credit hours offered by the school district as required by that national or state organization.
3. -For extracurricular sports and activities not regulated or governed by any such entity: [INSERT NUMBER 0-5 credit hours]. ~~must be enrolled in 5 credit hours in this school district to participate. [Choice A: let them participate in non-regulated activities without enrolling in classes] Students seeking to participate in extracurricular sports and activities not regulated by such an entity may participate without enrolling in any classes at the school district but must still fill out the application form. [Choice B: require some number of credit hours from the district to participate in non-regulated activities]. Students seeking to participate in extracurricular sports and activities not regulated by such an entity may only participate if they enroll in at least [insert your number here] credit hours on a part-time basis.~~

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

1. For extracurricular sports and activities regulated by an athletics or activities association in which this school district is a member: 5 credit hours.
- ~~1.2.~~ For extracurricular sports and activities governed by a national or state organization other than an athletics or activities association, such as FFA: the minimum number of credit hours offered by the school district as required by that national or state organization.
- ~~2.3.~~ For extracurricular sports and activities not regulated or governed by any such entity: [INSERT NUMBER 0-5 credit hours] ~~Any such students who desire to participate in extracurricular sports and activities regulated by an athletics or activities association in which this school district is a member must be enrolled in 5 credit hours in this school district to participate. [Choice A: let them participate non-~~

~~regulated activities without enrolling in classes]. Students seeking to participate in extracurricular sports and activities not regulated by such an entity may participate without enrolling in any classes at the school district but must still fill out the application form. [Choice B: require some number of credit hours from the district to participate in non-regulated activities]. Students seeking to participate in extracurricular sports and activities not regulated by such an entity may only participate if they enroll in at least [insert your number here] credit hours on a part-time basis.~~

All students permitted to participate in extracurricular sports and activities under this policy must also meet all other eligibility requirements set by the board, administration, and coach/sponsor prior to participating and for continued participation in the sport or activity. This includes but is not limited to rules for completing courses; up/down lists for deficient grades and/or incompletes; and all eligibility and other requirements of the Nebraska School Activities Association and any other governing bodies for the activity or sport.

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

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

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

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

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

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

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

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

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

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

**Limitations Based on Resources.** The part-time enrollment of students is subject to limitations for grades, classes, courses, and programs based on the

limited resources available to the school district. Full-time students shall be given priority for enrollment in grades, classes, courses, and programs.

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

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

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

**Extracurricular Sports and Activities.** [OPTION 1: accredited private school students can't participate] Students who are enrolled in a private, denominational, or parochial school may not participate in extracurricular sports and activities sponsored by the school district.

[OPTION 2: accredited private school students can participate]. Students who are enrolled in a private, denominational, or parochial school may not participate in extracurricular sports and activities sponsored by the school district if they participate in extracurricular sports and activities at any other public, private, denominational, or parochial school. Any such students who desire to participate in extracurricular sports and activities at the school district must enroll in the following number of credit hours from the school district:

1. For extracurricular sports and activities regulated by an athletics or activities association in which this school district is a member: 5 credit hours.

2. For extracurricular sports and activities governed by a national or state organization other than an athletics or activities association, such as FFA: the minimum number of credit hours offered by the school district as required by that national or state organization.
3. For extracurricular sports and activities not regulated or governed by any such entity: **[INSERT NUMBER 0-5 credit hours]**.

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

1. For extracurricular sports and activities regulated by an athletics or activities association in which this school district is a member: 5 credit hours.
2. For extracurricular sports and activities governed by a national or state organization other than an athletics or activities association, such as FFA: the minimum number of credit hours offered by the school district as required by that national or state organization.
3. For extracurricular sports and activities not regulated or governed by any such entity: **[INSERT NUMBER 0-5 credit hours]**.

All students permitted to participate in extracurricular sports and activities under this policy must also meet all other eligibility requirements set by the board, administration, and coach/sponsor prior to participating and for continued participation in the sport or activity. This includes but is not limited to rules for completing courses; up/down lists for deficient grades and/or incompletes; and all eligibility and other requirements of the Nebraska School Activities Association and any other governing bodies for the activity or sport.

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

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

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

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

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

## **5035 Student Discipline**

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

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

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

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

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

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

## **Pre-Kindergarten through Second Grade Students**

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

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

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

## **Makeup Work for Suspended Students**

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

## **Short-Term Suspension**

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

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

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a

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

### **Emergency Exclusion**

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

## **Weapons and/or Firearms**

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

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

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

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

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

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

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

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

### **Long-Term Suspension**

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

### **Expulsion**

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

changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.

3. **Suspension of Enforcement of an Expulsion:** Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.
4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students, or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.
5. **Conclusion of Expulsion.** At the conclusion of an expulsion, the school district will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

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

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

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes. The board has determined that the use of synthetic media such as deepfakes may constitute "similar conduct";
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by

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

- to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
- b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
  - c. Violating school bus rules as set by the school district or district staff;
  - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
  - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
  - f. Possession of pornography, including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
  - g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically), including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
  - h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/newbies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
  - i. Bullying which shall include cyberbullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing

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

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

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

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

1. The decision to recommend discipline shall be made within two school days after learning of the alleged student misconduct. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's Parent with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:

- a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
  - b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
  - c. Resources the school is able to provide or recommend to assist the student;
  - d. How the school plans to handle such behavior in the future, including an actionable plan aimed at maximizing strategies to keep the student in school;
  - e. A statement that, before long-term suspension, expulsion, or mandatory reassignment can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork or;
  - f. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
  - g. A statement that the principal, legal counsel for the school, the student, the student's Parent, or the student's representative has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
  - h. A form on which the student, the student's Parent may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail to the address provided on the form.
3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a

- personal injury to the student himself or herself, other students, school employees, or school volunteers.
4. Nothing in this policy shall preclude the student, the student's Parent, or representative from discussing and settling the matter with appropriate school personnel prior to the time the long-term suspension, expulsion, or mandatory reassignment takes effect.
  5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall recommend appointment of a hearing examiner within two school days after receipt of the hearing request. The student or the student's Parent may request designation of a hearing examiner other than the hearing examiner recommended by the superintendent if notice of the request is given to the superintendent within two school days after receipt of the superintendent's recommended appointment. Upon receiving such request, the superintendent must provide one alternative hearing examiner who is not an employee of the school district or otherwise currently under contract with the school district and whose impartiality may not otherwise be reasonably questioned. The student or the student's Parent must, within five school days, select a hearing examiner to conduct the hearing who was recommended or provided as an alternative hearing examiner, and shall notify the superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of such notice.
  6. The hearing examiner must, within two school days after being appointed, give written notice to the principal, the student, and the student's Parent of the time and place for the hearing.
  7. The hearing shall be held within a period of five school days after appointment of the hearing examiner, but such time may be changed by the hearing examiner for good cause with consent of the parties. No hearing shall be held upon less than two school days' actual notice to the principal, the student, and the student's Parent, except with the consent of all the parties.
  8. The principal or legal counsel for the school, the student, the student's Parent, or representative have the right to receive a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession of the school board or board of education no later than forty-eight hours prior to the hearing.
  9. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing examiner. The hearing will be held according to the requirements of section 79-269. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.

10. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

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

### **Reporting Requirement to Law Enforcement**

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

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

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

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

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

## **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~~Parent to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

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

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

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

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

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

### **Pre-Kindergarten through Second Grade Students**

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

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

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

### **Makeup Work for Suspended Students**

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

### **Short-Term Suspension**

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

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

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to

further school purposes, or to prevent an interference with school purposes.

2. ~~Prior~~ After the principal has determined that a short-term suspension is necessary, but prior to commencement of the short-term suspension, the student and the Parent will be given oral ~~or~~ and written notice of the charges against the student. They ~~student~~ will be advised of what ~~he~~ ~~or she~~ the student is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to ~~explain and present evidence of~~ the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal will send a written statement to the student, and the student's ~~parent or guardian~~ Parent, describing:
  - a. ~~The~~ student's conduct, misconduct or violation of the rule or standard ~~and~~;
  - b. ~~The~~ reasons for the action taken;
  - c. The actions made by the school to try to discontinue or alleviate the behavior of the student prior to considering suspension;
  - d. Resources the school is able to provide or recommend to assist the student; and
  - e. How the school plans to handle such behavior in the future, including an actionable plan aimed at maximizing strategies to keep the student in school.
- 3.4. ~~An~~ opportunity will be given to the student, and the student's ~~parent or guardian~~ Parent, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school and shall document such effort in writing. The Principal shall determine who, in addition to the ~~parent or guardian~~ Parent, is to attend the conference. If no conference has been held, a Parent may submit a written request to the suspending principal before the student returns to school.
- 4.5. Students who are short-term suspended must be given the opportunity to complete classwork and homework missed during the period of suspension, including but not limited to examinations, as provided herein.

## **Emergency Exclusion**

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

## **Weapons and/or Firearms**

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

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

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

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

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

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

**Confiscation of Firearms and Weapons.** Administrative and teaching personnel are statutorily authorized, without a warrant, to confiscate any firearm or weapon possessed in violation of this policy. Any firearm that is

confiscated by school personnel shall be delivered to a peace officer as soon as practicable. Such firearms are subject to being destroyed by law enforcement authorities.

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

### **Long-Term Suspension**

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

### **Expulsion**

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.
2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's ~~parent or guardian~~Parent. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted

for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.

3. **Suspension of Enforcement of an Expulsion:** Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.
4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students, or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.
5. **Conclusion of Expulsion.** At the conclusion of an expulsion, the school district will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

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

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

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes. The board has determined that the use of synthetic media such as deepfakes may constitute "similar conduct";
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;

4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
  - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
  - b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health

- and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
- c. Violating school bus rules as set by the school district or district staff;
  - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
  - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
  - f. Possession of pornography, including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
  - g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically), including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
  - h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/newcomers; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
  - i. Bullying which shall include cyberbullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and

posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;

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

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

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

1. The decision to recommend discipline shall be made within two school days after learning of the alleged student misconduct. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's ~~parents or guardian~~Parent with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
  - a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;

- b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
  - c. Resources the school is able to provide or recommend to assist the student;
  - b.d. How the school plans to handle such behavior in the future, including an actionable plan aimed at maximizing strategies to keep the student in school;
  - c.e. A statement that, before long-term suspension, expulsion, or mandatory reassignment can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork or;
  - d.f. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
  - e.g. A statement that the principal, legal counsel for the school, the student, the student's parentParent, 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.h. A form on which the student, the student's parent, or the student's-guardianParent may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail to the address provided on the form.
- 3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
- 4. Nothing in this policy shall preclude the student, the student's parents, guardianParent, 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~~Parent may request designation of a hearing examiner other than the hearing examiner recommended by the superintendent if notice of the request is given to the superintendent within two school days after receipt of the superintendent's recommended appointment. Upon receiving such request, the superintendent must provide one alternative hearing examiner who is not an employee of the school district or otherwise currently under contract with the school district and whose impartiality may not otherwise be reasonably questioned. The student or the student's ~~parent or guardian~~Parent must, within five school days, select a hearing examiner to conduct the hearing who was recommended or provided as an alternative hearing examiner, and shall notify the superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of such notice.
6. The hearing examiner must, within two school days after being appointed, give written notice to the principal, the student, and the student's ~~parent or guardian~~Parent of the time and place for the hearing.
7. The hearing shall be held within a period of five school days after appointment of the hearing examiner, but such time may be changed by the hearing examiner for good cause with consent of the parties. No hearing shall be held upon less than two school days' actual notice to the principal, the student, and the student's ~~parent or guardian~~Parent, 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,~~Parent, or representative have the right to receive a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession of the school board or board of education no later than forty-eight hours prior to the hearing.
9. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing examiner. The hearing will be held according to the requirements of section 79-269. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
10. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

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

### **Reporting Requirement to Law Enforcement**

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

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

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

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

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

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

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

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

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

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

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

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

The superintendent shall obtain the required signature(s) of one or more ~~physicians~~Prescribing Health Care Practitioners licensed to practice medicine in Nebraska on the Protocol form ~~entitled "Protocol: Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)" ("Protocol")~~. The superintendent shall publish this policy and Protocol in each student and employee handbook.

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

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

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

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

**DEFINITION:** Life-threatening asthma consists of an acute episode of worsening airflow obstruction. Immediate action and monitoring are necessary. A systemic allergic reaction (anaphylaxis) is a severe response resulting in cardiovascular collapse (shock) after the injection of an antigen (e.g. bee or other insect sting), ingestion of a food or medication, or exposure to other allergens, such as animal fur, chemical irritants, pollens or molds, among others. The blood pressure falls, the pulse becomes weak, **AND DEATH CAN OCCUR**. Immediate allergic reactions may require emergency treatment and medications.

**LIFE-THREATENING ASTHMA SYMPTOMS: Any of these symptoms may occur:**

- Chest tightness
- Wheezing
- Severe shortness of breath
- Retractions (chest or neck “sucked in”)
- Cyanosis (lips and nail beds exhibit a grayish or bluish color)
- Change in mental status, such as agitation, anxiety, or lethargy
- A hunched-over position
- Breathlessness causing speech in one-to-two word phrases or complete inability to speak

**ANAPHYLACTIC SYMPTOMS OF BODY SYSTEM: Any of the symptoms may occur within seconds. The more immediate the reaction, the more severe the reaction may become. Any of the symptoms present require several hours of monitoring.**

- **Skin:** warmth, itching, and/or tingling of underarms/groin, flushing, hives
- **Abdominal:** pain, nausea and vomiting, diarrhea
- **Oral/Respiratory:** sneezing, swelling of face (lips, mouth, tongue, throat), lump or tightness in the throat, hoarseness, difficulty inhaling, shortness of breath, decrease in peak flow meter reading, wheezing reaction
- **Cardiovascular:** headache, low blood pressure (shock), lightheadedness, fainting, loss of consciousness, rapid heart rate, ventricular fibrillation (no pulse)
- **Mental status:** apprehension, anxiety, restlessness, irritability

**EMERGENCY PROTOCOL:**

1. CALL 911.
2. Summon school nurse if available. If not, summon designated trained, non-medical staff to implement an emergency protocol.
3. Check airway patency, breathing, respiratory rate, and pulse.
4. Administer medications (epinephrine auto injector and nebulized albuterol) per standing order.
5. Determine cause as quickly as possible.
6. Monitor vital signs (pulse, respiration, etc.).
7. Contact parents immediately and prescribing health care practitioner as soon as possible.
8. Any individual treated for symptoms with epinephrine at a school will be transferred to a medical facility.

**STANDING ORDERS FOR RESPONSE TO LIFE-THREATENING ASTHMA OR ANAPHYLAXIS:**

- Administer epinephrine auto injector junior for any child less than 60 pounds or adult epinephrine auto injector for any individual over 60 pounds into the muscle towards the front and outer side of the thigh.
- Follow with nebulized albuterol while awaiting EMS.
- If symptoms persist, repeat epinephrine auto injector followed by nebulized albuterol every fifteen minutes while awaiting EMS arrival.
- Administer CPR, if indicated.

\_\_\_\_\_  
Prescribing Health Care Practitioner

\_\_\_\_\_  
Date

When signed by a licensed prescribing health care practitioner, these orders shall serve as a prescription as defined in Neb. Rev. Stat. § 71-2475 for emergency use for epinephrine auto injectors and nebulized albuterol to be used accordingly.

## 6009

### Grade Placement and Academic Credits of Transfer Students

~~Subject to a determination on grade placement based on the criteria set forth below, a~~The district will use the criteria outlined below to determine both the grade-level placement and the academic credit awarded to transfer students. The administration is the final decision-maker and decisions made pursuant to this policy may not be appealed to the board of education.

#### **Transfer from an Accredited School District.**

A student transferring from an accredited school generally will be placed at the grade level that is comparable to the placement in the school from which the student is transferring. Temporary placement may be made until a student's records are received to verify the placement.

#### **Elementary Level Students**

~~The appropriate level of placement for elementary level students may be determined by, but not limited to,~~consideration of student's building principal may place a student into a grade level that is different from the accredited school from which the student is transferring after considering the following information:

##### Chronological

- Student's chronological age
- Previous public school or private school experience
- ~~Diagnostic test data~~
- ~~Achievement test data~~
- ~~Criterion-referenced test data~~

#### **Secondary Level Students**

~~The appropriate level of placement for secondary students may be determined by, but not limited to,~~consideration of the following information:

- ~~Chronological age~~
  - ~~Previous public school or private school experience and Academic transcript received from the accredited school of origin~~
- ~~Standardized Testing data from the accredited school of origin, including but not limited to, standardized achievement test data~~
  - ~~Criterion, criterion-referenced test data, classroom testing data, and diagnostic test data~~
- ~~Final examination test Testing data~~
- ~~Diagnostic test data~~
  
- ~~The district will accept credits toward graduation that were awarded by an accredited school district and which, in the professional judgment of the administrative team, are sufficiently rigorous and comparable to the district's offered courses of study. A student transferring into from any tests or assessments conducted by the school district in grades 9-12 will be responsible for meeting all graduation requirement in order to be awarded a diploma from the district.~~

~~Students who transfer from All credits awarded to a student by an exempt (home) school and/or a non-accredited school may be awarded credits to institution will be counted toward high school towards applicable graduation requirements at for the transferring student.~~

### **Transfer From a Non-Accredited School.**

~~A student or a parent/guardian of a student who is transferring into the discretion of the building principal in consultation district from a non-accredited school must provide the district with copies of all materials that have been used to provide instruction to the superintendent of schools. The student that the family would like the district to consider in determining the appropriate grade level at which to place the student and credits to be awarded to the student. The student's building principal will consider all of the factors listed above and will also then consider the student's performance on the district's internal benchmark tests. those materials and the following factors in determining the grade level placement for the student:~~

**Commented [1]:** Do we need to define what we mean by accredited? I could see (and I think we have had) a parent say, "No, really. This online program has been accredited by the national associate of fake virtual schools. You HAVE to recognize these credits!!"

- Student's chronological age
- Previous school experience
- Materials submitted by the student or family pursuant to this policy
- Testing data from any tests or assessments conducted by the school district

The district will only award credit toward graduation from courses while the student was in a non-accredited school if the student can demonstrate mastery of the concepts required for completion of that course. Mastery will be assessed by standard and nonstandardized testing, at the discretion of the administration.

### **Multiple Enrollments and Re-enrollments In the Same Semester**

Students from non-accredited schools who disenroll and then re-enroll in the district multiple times during the same semester will be permitted to resume the grade placement that the student was in at the time of the prior enrollment. However, students who fail to attend the total number of days per semester required of enrolled students will not be eligible to receive credit for the partial semester of enrollment.

The district will not retroactively award credit for time spent in exempt or non-accredited status.

A student's eligibility to participate in extracurricular activities upon re-entry is subject to all eligibility rules and the district's policies governing extracurricular eligibility.

### **Placement of International Students.**

The district administration, in conjunction with the building principal, will determine the appropriate grade level/credit status of a student transferring from a ~~foreign~~ country, other than the US.

### **Graduation Requirements**

Regardless of the school(s) previously attended, a student transferring into the school district in grades 9-12 will be responsible for meeting all graduation requirements to be awarded a diploma from the district.

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

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

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

## **6009**

### **Grade Placement and Academic Credits of Transfer Students**

The district will use the criteria outlined below to determine both the grade-level placement and the academic credit awarded to transfer students. The administration is the final decision-maker and decisions made pursuant to this policy may not be appealed to the board of education.

#### **Transfer from an Accredited School District**

A student transferring from an accredited school generally will be placed at the grade level that is comparable to the placement in the school from which the student is transferring. Temporary placement may be made until a student's records are received to verify the placement.

The student's building principal may place a student into a grade level that is different from the accredited school from which the student is transferring after considering the following information:

- Student's chronological age
- Previous school experience
- Academic transcript received from the accredited school of origin
- Testing data from the accredited school of origin, including but not limited to, standardized achievement test data, criterion-referenced test data, classroom testing data, and diagnostic test data
- Testing data from any tests or assessments conducted by the school district

All credits awarded to a student by an accredited institution will be counted towards applicable graduation requirements for the transferring student.

#### **Transfer From a Non-Accredited School**

A student or a parent/guardian of a student who is transferring into the district from a non-accredited school must provide the district with copies of all materials that have been used to provide instruction to the student that the family would like the district to consider in determining the appropriate grade level at which to place the student and credits to be awarded to the student. The student's building principal will then consider those materials and the following factors in determining the grade level placement for the student:

- Student's chronological age
- Previous school experience
- Materials submitted by the student or family pursuant to this policy

- Testing data from any tests or assessments conducted by the school district

The district will only award credit toward graduation from courses while the student was in a non-accredited school if the student can demonstrate mastery of the concepts required for completion of that course. Mastery will be assessed by standard and nonstandardized testing, at the discretion of the administration.

### **Multiple Enrollments and Re-enrollments In the Same Semester**

Students from non-accredited schools who disenroll and then re-enroll in the district multiple times during the same semester will be permitted to resume the grade placement that the student was in at the time of the prior enrollment. However, students who fail to attend the total number of days per semester required of enrolled students will not be eligible to receive credit for the partial semester of enrollment.

The district will not retroactively award credit for time spent in exempt or non-accredited status.

A student's eligibility to participate in extracurricular activities upon re-entry is subject to all eligibility rules and the district's policies governing extracurricular eligibility.

### **Placement of International Students.**

The district administration, in conjunction with the building principal, will determine the appropriate grade level/credit status of a student transferring from a country other than the US.

### **Graduation Requirements**

Regardless of the school(s) previously attended, a student transferring into the school district in grades 9-12 will be responsible for meeting all graduation requirements to be awarded a diploma from the district.

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

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

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

## 6038

### Use of Artificial Intelligence by Students Student Use of AI Tools

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

~~The board recognizes that among other resources, when properly used, AI Tools may be useful to student learning. However, students and staff must ensure that provide valuable source information to students and teachers in relation to the district's academic curriculum and assignments. S~~student use of AI Tools should focus on using such tools as a resource and for background material, rather than using the AI Tools to complete the assignment. Therefore, AI Tools may only be used by students in accordance with the following requirements:

1. ~~Students may not use AI tools on any assignment, test, or project unless the staff member has given express permission for the student to do so. Staff Member permission to use an AI tool on one assignment does not carry over to other assignments. Unless an individual teacher affirmatively communicates to students that AI Tools may be used for a specific assignment, then AI Tools may not be used. Individual teachers staff members~~ will decide for each individual assignment the extent to which students may use AI Tools ~~for such assignment. Teachers are encouraged to make such a decision in advance of students being given the individual assignment in question.~~
2. ~~Teachers will communicate to all students responsible for completing an assignment the extent to which such students may use AI Tools in connection with such assignment. Teachers will endeavor to include in such communications examples of permissible and impermissible uses of AI Tools.~~
- 3.2. ~~\_\_\_\_\_~~ If a student uses any AI Tools in connection with a school assignment, the student must ~~comply with the following:~~
  - a. ~~Tell the teacher~~ The student must explicitly disclose to the teacher in writing that the student used an AI Tool and identify the specific AI Tool used.

~~b.a. Give In any student work (whether hard copy, electronic, digital, or otherwise), the student shall give~~ proper attribution to the specific AI Tool(s) used to the same extent that students are expected to give proper attribution to other sources of information such as books, texts, encyclopedias, secondary sources, and other traditional media. Such attribution may include, but is not necessarily limited to, accurate quotations, citations, footnotes, endnotes, and/or bibliography entries.

~~e.b. Never copy and paste In no instance may~~ the output from ~~one the or more~~ AI Tool\_s be copied and placed within ~~into the a~~ student's work as if the student wrote such section himself or herself. ~~For example and not limitation, students may not outsource the organization or the writing of any written work to any AI Tool.~~

3. Students may never use AI Tools to:

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

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

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

5.6. The student requirements stated above are the minimum requirements for any student assignment. An individual teacher may

impose more stringent requirements for any specific academic assignment or coursework.

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

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

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

## **6038 Student Use of AI Tools**

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

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

1. Students may not use AI tools on any assignment, test, or project unless the staff member has given express permission for the student to do so. Staff Member permission to use an AI tool on one assignment does not carry over to other assignments. Individual staff members will decide for each individual assignment the extent to which students may use AI Tools.
2. If a student uses any AI Tools in connection with a school assignment, the student must:
  - a. Give proper attribution to the specific AI Tool(s) used to the same extent that students are expected to give proper attribution to other sources of information such as books, texts, encyclopedias, secondary sources, and other traditional media. Such attribution may include, but is not necessarily limited to, accurate quotations, citations, footnotes, endnotes, and/or bibliography entries.
  - b. Never copy and paste the output from the AI Tool into the student’s work as if the student wrote such section himself or herself.
3. Students may never use AI Tools to:
  - a. Cheat on any assignment, test, or quiz;
  - b. Help answer questions on a test or quiz without staff member permission;
  - c. Make or share deepfakes or fake images, audio, or video of any real person;

- d. Make or share sexual, nude, or intimate images of any real person—even if the image is fake or AI-made;
  - e. Bully, harass, threaten, intimidate or impersonate any person;
  - f. Place another student or staff member name, photo, voice, or personal information into an AI Tool without staff member authorization;
  - g. Use AI Tools to bypass accommodations, content filters, or school security.
4. A student may use AI Tools as an accommodation if his/her IEP team or Section 504 committee has approved use of the tool. The student must disclose the use of AI Tools to the staff member grading the assignment.
5. A student’s failure to meet the requirements stated in this policy will constitute a violation of the district’s prohibitions against cheating plagiarism and/or academic dishonesty, including but not necessarily limited to such prohibitions stated in the Student Handbook, which violation will subject the student to discipline up to and including expulsion.
6. The student requirements stated above are the minimum requirements for any student assignment. An individual teacher may impose more stringent requirements for any specific academic assignment or coursework.

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

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

**Definitions.** As used in this policy,

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

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

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

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

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

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

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

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

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

*-Yogi Berra*

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

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

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

### **Required Attendance**

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

### **Mandatory Attendance Age**

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

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

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

The person seeking to discontinue the enrollment of a student who will not reach six years of age prior to January 1 of the current school year shall submit a signed, written request and to the superintendent using the form which is attached to this policy. The school district may request written verification or documentation that the person signing the form has legal or actual charge or control of the student. The school district shall discontinue

the enrollment of any student who satisfies these requirements. Any student whose enrollment is discontinued under this subsection shall not be eligible to reenroll in this school district until the beginning of the following school year unless otherwise required by law.

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

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

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

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

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

### **Attendance Officer**

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

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

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

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

1. Students are expected to attend every class, every day.
2. The only "excused" absences shall be:
  - a.) absences when the Nebraska State Patrol confirms in writing that weather conditions have made the roads impassable so that the student's attendance impracticable or impossible;
  - b.) student attendance at a school-sponsored activity;
  - c.) student has been suspended or expelled from school by the school district; and
  - d.) absences required by law enforcement, child protective services or a court of competent jurisdiction, confirmed in writing to the school district.
3. All other absences, including absences for minor physical or mental illnesses, family events, routine medical appointments are simply "absences."
4. Students will have one school day to make up work for each day absent, up to a maximum of five school days. Any additional time granted by the teacher beyond the allotted make-up period will require the student to attend teacher-designated tutoring or intervention sessions outside of regular class time to recover missed instruction. Failure to attend required sessions may result in the loss of the extension.
5. Students must not be absent (regardless of excused or unexcused) from any course more than ten days (or the hourly equivalent) in any given semester in order to earn required academic credit for graduation. Students who lose credit in any given course are at risk of not graduating and/or will need to make up the credit/retake the course. Students losing credit due to absences may appeal that loss of credit to the administration.

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

### **First Stage Response to Absences**

1. A member of district staff will contact parent via telephone for every absence if the parent has not contacted the school in advance.

2. After a student's fifth absence in any given quarter, the school's attendance officer (principal) will schedule a meeting with the student's parents or guardians.
  - a. This meeting must be attended by attendance officer, parents, social worker (if applicable), and the student (if appropriate).
  - b. The meeting shall be documented.
  - c. The meeting shall develop a collaborative plan to assist the student in improving his/her attendance.

**Second Stage Response to Absences**

Students who accrue more than 10 absences in a semester or 20 absences in a school year shall be referred to the county attorney for action under NEB. REV. STAT. § 43-247(3)(a) and (b) and are at risk of losing credit required for graduation.

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

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

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

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

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

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

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

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

### **Required Attendance**

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

### **Mandatory Attendance Age**

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

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

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

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

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

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

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

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

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

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

### **Attendance Officer**

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

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

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

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

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

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

### **Attendance Incentives:**

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

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

- Special rewards (movie day, field day, extra recess) for students who have 95% or greater attendance

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

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

**First Stage Response to Absences**

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

**Second Stage Response to Absences**

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

**Making Up Absences** (Optional – Remove or revise based on your District's practices.)

When a student receives [X] unexcused absences or the hourly equivalent in any semester, the student shall be required to make-up those absences through attendance in [insert program]. Absences shall be made up at a rate of [insert rate.]

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

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

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

## 5004 Option Enrollment

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

### 1. Definitions

- a. **Option Student Defined.** Option student means a nonresident student who has chosen to attend the school district under the provisions of the option enrollment program.
- b. **Resident School District Defined.** Resident school district means the school district in which a student resides or in which the student is admitted as a resident of the school district pursuant to state law.
- c. **Option School District Defined.** Option school district means the school district that a student chooses to attend other than his or her resident school district.
- d. **Elementary School Defined.** Elementary school means grades K - [redacted].
- e. **Middle School Defined.** Middle school means grades [redacted] - [redacted].
- f. **High School Defined.** High school means grades [redacted] through 12.
- g. **Individual Student Defined.** Individual Student means the individual person seeking to begin attendance as an option student in the school district and who such person's parent or legal guardian has identified in a written application for option enrollment submitted to the school board.
- h. **Applicants Defined.** Applicants means the Individual Student together with all siblings of the Individual Student.
- i. **Siblings Defined.** Siblings means all children residing in the same household on a permanent basis who have the same mother

or father or who are stepbrother or stepsister to each other who have not received a high school diploma or its equivalent.

**2. Persons Entitled to Apply for Option Enrollment of Students.** Only parents and legal guardians may apply for option enrollment of students. Applications filed by foster parents and adults acting *in loco parentis* are not authorized and will be automatically denied.

**3. Duties, Entitlements and Rights of Option Students.** Except as otherwise provided herein, once an option student's option enrollment application has been accepted he/she shall be treated as a resident student of the school district.

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

**a.** The Individual Student relocates in a different school district but wants to continue attending his or her original resident school district and the Individual Student has been enrolled in his or her original resident school district for the immediately preceding two years (in which case the time deadlines are waived);

**b.** The Individual Student relocates in a different school district but wants to continue attending the option school district (in which case the time deadlines are waived); or

**3.c.** The Individual Student is a sibling of an option student enrolled in the option school district.

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

**a. Special Education Capacity.** Capacity for special education services will be determined on a case-by-case basis. If an application for option enrollment received by the school district indicates that any of the studentApplicants has an individualized education program under the federal Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., or has been identified as a student with a disability as defined in section 79-1118.01, the

application will be evaluated by the director of special education services or the director's designee who must determine if the school district and the appropriate class, grade level, or school building has the capacity to provide all of the applicantApplicants the appropriate services and accommodations. The Federal Educational Rights and Privacy Rights Act (FERPA) (20 U.S.C. § 1232g) permits the release of education records when a student seeks or intends to enroll in a different school district.

- b. Numeric Capacity.** The board of education may set the numeric capacity of programs, classes, grade levels, or school buildings by operation of this policy or through freestanding action by the board. Numeric Capacity will be determined based upon available staff, facilities, projected enrollment of resident students, and projected number of students with which the option school district will contract based on existing contractual arrangements. Individuals seeking information about the numeric capacity set by the board may contact the superintendent for a copy of that resolution.
- c. Programmatic Capacity.** In addition to the numeric capacity standards referred to above, the board may, by resolution, prior to October 15 of each school year, declare a program, a class, or a school unavailable for the next school year to option students due to lack of capacity. Individuals seeking information about the programs that have been declared to be unavailable due to lack of capacity may contact the superintendent for a copy of the board's resolution.
- d. Other Standards for Acceptance or Rejection of Option Enrollment Applications.** In addition to the numeric and programmatic capacity standards outlined above, the school district shall not accept anany application for option studentenrollment when acceptanceenrollment of any of the studentApplicants:
  - i. Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to any of the studentApplicants;
  - ii. Would require the procurement of new equipment, technology, or furnishings;
  - iii. Would cause or require the rearrangement of caseloads for staff and contracted professionals;

- iv. Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
- v. May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.

**e. Prohibited Standards.** The school district shall not base the decision to accept or reject ~~an option student on the student's~~the application of the Individual Student on any of the Applicants' previous academic achievement, athletic or other extracurricular ability, disabling condition(s), proficiency in the English language, or previous disciplinary proceedings.

**f. Order of Acceptance.** If there are more option student applicants for any program, class, grade level or school building than can be accepted into such program, class, grade level or school building, applicants shall be accepted ~~in the following order:~~

~~i. students with brothers or sisters attending the school district, either as resident students or as option students, shall be granted first priority;~~

~~ii. thereafter, option students shall be accepted into such program, class, grade level or school building in the order in which written applications were received by the school district.~~

**g. Maximum Capacity Report.** The school district will annually establish, publish, and report the capacity for each school building under the district's control pursuant to procedures, criteria, and deadlines established by the Nebraska Department of Education.

**5.6. False or Misleading Option Applications.** If, prior to the ~~student's~~Individual Student's attendance as an option student, the school district discovers that a previously accepted option application contained false or substantively misleading information about any of the Applicants, the option application will be rejected.

**6.7. Academic Credits and Graduation.** The school district shall accept credits toward graduation that were awarded by another school district, and shall award a diploma to an option student if the student meets the graduation requirements of the school district.

**7.8. Information Regarding Schools, Programs, Policies and Procedures.** The school district, its officers and employees, shall make information about the school district and its schools, programs, policies and procedures available to all interested people.

**8.9. Procedure for Students Optioning Into or Out of the School District.**

- a. The parent or legal guardian of any student desiring to option into or out of the school district shall submit a proper and timely application to the board of education and the other affected school district for enrollment during the following and subsequent school years. Any application requiring the approval of the school district shall be deemed submitted when the application is actually received in the school district's business office.
- b. On or before April 1<sup>st</sup>, the school district shall notify the parent or legal guardian of any ~~student~~Individual Student who has submitted an application to option into the school district and the resident school district, in writing, whether the application is accepted or rejected. If an application is rejected, the reason for such rejection shall be stated in the notification. This written notice shall be sent via certified mail to the address listed on the option application.

**9.10. Late Applications and Requests for Release**

- a. The board of education may refuse a request of a student seeking to option out of the school district when the option application is submitted after March 15<sup>th</sup> under the following conditions:
  - i. When the district has already entered into contracts with teaching staff for the following school year;
  - ii. When the district has already contracted for the performance of specific services for the student;
  - iii. When the release of the student would have a negative financial impact or loss of revenue for the district.
- b. The board of education will approve late applications to option into the district under the following conditions:

- i. When the resident district has released the student, or if the student is an option student at the time of such application and applying to become an option student at a subsequent option school district, a release approval from the option school district the student is attending at the time of such application;
- ii. When the student's late enrollment into the district meets the standards for acceptance or rejection of option students contained elsewhere in this policy;

OR

- b. The board of education will deny all applications to option into the district that are received by the district after March 15 of the school year prior to the student's requested enrollment.
- c. The superintendent will notify parents or guardians who have submitted properly completed option applications after March 15<sup>th</sup> no later than 60 days following submission of the application of the board's acceptance or rejection of the application.

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

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

**11. Cancellation of Option.**

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

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

**12. Authority of Superintendent.**

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

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

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## 5004 Option Enrollment

The board of education supports the concept embodied in the Enrollment Option Program that parents and legal guardians have the primary responsibility for ensuring that their children receive the best education possible. Accordingly, the school district will participate in the option enrollment program and receive option students as provided herein.

### 1. Definitions

- a. **Option Student Defined.** Option student means a nonresident student who has chosen to attend the school district under the provisions of the option enrollment program.
- b. **Resident School District Defined.** Resident school district means the school district in which a student resides or in which the student is admitted as a resident of the school district pursuant to state law.
- c. **Option School District Defined.** Option school district means the school district that a student chooses to attend other than his or her resident school district.
- d. **Elementary School Defined.** Elementary school means grades K - [REDACTED].
- e. **Middle School Defined.** Middle school means grades [REDACTED] - [REDACTED].
- f. **High School Defined.** High school means grades [REDACTED] through 12.
- g. **Individual Student Defined.** Individual Student means the individual person seeking to begin attendance as an option student in the school district and who such person's parent or legal guardian has identified in a written application for option enrollment submitted to the school board.
- h. **Applicants Defined.** Applicants means the Individual Student together with all siblings of the Individual Student.
- i. **Siblings Defined.** Siblings means all children residing in the same household on a permanent basis who have the same mother

or father or who are stepbrother or stepsister to each other who have not received a high school diploma or its equivalent.

- 2. Persons Entitled to Apply for Option Enrollment of Students.** Only parents and legal guardians may apply for option enrollment of students. Applications filed by foster parents and adults acting *in loco parentis* are not authorized and will be automatically denied.
- 3. Duties, Entitlements and Rights of Option Students.** Except as otherwise provided herein, once an option student's option enrollment application has been accepted he/she shall be treated as a resident student of the school district.
- 4. Automatic Acceptance.** The option school district must automatically accept applications of Individual Students under the following circumstances:
  - a.** The Individual Student relocates in a different school district but wants to continue attending his or her original resident school district and the Individual Student has been enrolled in his or her original resident school district for the immediately preceding two years (in which case the time deadlines are waived);
  - b.** The Individual Student relocates in a different school district but wants to continue attending the option school district (in which case the time deadlines are waived); or
  - c.** The Individual Student is a sibling of an option student enrolled in the option school district.
- 5. Standards for Acceptance or Rejection of All Other Option Students.** For Individual Students not entitled to automatic acceptance as described in the preceding section, no application for option enrollment may be accepted if enrollment in the school district if any of the Applicants would exceed the school district's capacity as described in this section.
  - a. Special Education Capacity.** Capacity for special education services will be determined on a case-by-case basis. If an application for option enrollment received by the school district indicates that any of the Applicants has an individualized education program under the federal Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., or has been identified as a student with a disability as defined in section 79-1118.01, the

application will be evaluated by the director of special education services or the director's designee who must determine if the school district and the appropriate class, grade level, or school building has the capacity to provide all of the Applicants the appropriate services and accommodations. The Federal Educational Rights and Privacy Rights Act (FERPA) (20 U.S.C. § 1232g) permits the release of education records when a student seeks or intends to enroll in a different school district.

- b. Numeric Capacity.** The board of education may set the numeric capacity of programs, classes, grade levels, or school buildings by operation of this policy or through freestanding action by the board. Numeric Capacity will be determined based upon available staff, facilities, projected enrollment of resident students, and projected number of students with which the option school district will contract based on existing contractual arrangements. Individuals seeking information about the numeric capacity set by the board may contact the superintendent for a copy of that resolution.
- c. Programmatic Capacity.** In addition to the numeric capacity standards referred to above, the board may, by resolution, prior to October 15 of each school year, declare a program, a class, or a school unavailable for the next school year to option students due to lack of capacity. Individuals seeking information about the programs that have been declared to be unavailable due to lack of capacity may contact the superintendent for a copy of the board's resolution.
- d. Other Standards for Acceptance or Rejection of Option Enrollment Applications.** In addition to the numeric and programmatic capacity standards outlined above, the school district shall not accept any application for option enrollment when enrollment of any of the Applicants:

  - i. Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to any of the Applicants;
  - ii. Would require the procurement of new equipment, technology, or furnishings;
  - iii. Would cause or require the rearrangement of caseloads for staff and contracted professionals;

- iv. Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
  - v. May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.
- e. Prohibited Standards.** The school district shall not base the decision to accept or reject the application of the Individual Student on any of the Applicants' previous academic achievement, athletic or other extracurricular ability, disabling condition(s), proficiency in the English language, or previous disciplinary proceedings.
- f. Order of Acceptance.** If there are more option student applicants for any program, class, grade level or school building than can be accepted into such program, class, grade level or school building, applicants shall be accepted
- i. in the order in which written applications were received by the school district.
- g. Maximum Capacity Report.** The school district will annually establish, publish, and report the capacity for each school building under the district's control pursuant to procedures, criteria, and deadlines established by the Nebraska Department of Education.
- 6. False or Misleading Option Applications.** If, prior to the Individual Student's attendance as an option student, the school district discovers that a previously accepted option application contained false or substantively misleading information about any of the Applicants, the option application will be rejected.
- 7. Academic Credits and Graduation.** The school district shall accept credits toward graduation that were awarded by another school district, and shall award a diploma to an option student if the student meets the graduation requirements of the school district.
- 8. Information Regarding Schools, Programs, Policies and Procedures.** The school district, its officers and employees, shall make information about the school district and its schools, programs, policies and procedures available to all interested people.
- 9. Procedure for Students Optioning Into or Out of the School District.**

- a. The parent or legal guardian of any student desiring to option into or out of the school district shall submit a proper and timely application to the board of education and the other affected school district for enrollment during the following and subsequent school years. Any application requiring the approval of the school district shall be deemed submitted when the application is actually received in the school district's business office.
- b. On or before April 1<sup>st</sup>, the school district shall notify the parent or legal guardian of any Individual Student who has submitted an application to option into the school district and the resident school district, in writing, whether the application is accepted or rejected. If an application is rejected, the reason for such rejection shall be stated in the notification. This written notice shall be sent via certified mail to the address listed on the option application.

#### **10. Late Applications and Requests for Release**

- a. The board of education may refuse a request of a student seeking to option out of the school district when the option application is submitted after March 15<sup>th</sup> under the following conditions:
  - i. When the district has already entered into contracts with teaching staff for the following school year;
  - ii. When the district has already contracted for the performance of specific services for the student;
  - iii. When the release of the student would have a negative financial impact or loss of revenue for the district.
- b. The board of education will approve late applications to option into the district under the following conditions:
  - i. When the resident district has released the student, or if the student is an option student at the time of such application and applying to become an option student at a subsequent option school district, a release approval from the option school district the student is attending at the time of such application;

- ii. When the student's late enrollment into the district meets the standards for acceptance or rejection of option students contained elsewhere in this policy;

OR

- b. The board of education will deny all applications to option into the district that are received by the district after March 15 of the school year prior to the student's requested enrollment.
- c. The superintendent will notify parents or guardians who have submitted properly completed option applications after March 15<sup>th</sup> no later than 60 days following submission of the application of the board's acceptance or rejection of the application.

#### **11. Students Who Do Not Need a Release from the Resident District**

- a. A student does not need to be released from his/her resident district or the option school district the student is attending at the time of application under the following circumstances:
  - i. When the student has relocated to a different resident school district after February 1
  - ii. When a student's option school district merges with another district effective after February 1
- b. The school district shall accept or reject an application from a student under this paragraph using the criteria set forth in this policy and will accept or reject the application within forty-five days.

#### **11. Cancellation of Option.**

Students who option either into or out of the school district shall:

- a. Attend the option school district until graduation or relocation/re-option in a different resident school district unless the student chooses to return to the resident school district, in which case the student's parent or legal guardian shall timely submit a cancellation form to the school board or board of education of the option school district and the resident school district for approval for the following year.

- b.** Attend an option school district for not less than one school year unless the student relocates to a different resident school district, completes requirements for graduation prior to the end the school year, transfers to a parochial or private school, or upon mutual agreement of the resident and option school districts cancels the enrollment option and returns to the resident school district.

**12. Authority of Superintendent.**

The board of education authorizes the superintendent of schools to make decisions on its behalf pursuant to and to apply the criteria articulated by this policy in determining whether to grant or deny option enrollment applications.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

**SUPPLEMENTAL APPLICATION FOR STUDENT TRANSFER  
NEBRASKA ENROLLMENT OPTION PROGRAM**

Student Name: (Last, First, M.I.)
Student Birthdate: (mm/dd/yyyy)
Parent/Guardian Name: (Last, First, M.I.)

I am the parent/guardian of the student listed above ("Student") who has applied for option enrollment in \_\_\_\_\_ Public Schools (the "Option School District") beginning in the \_\_\_\_\_ school year. I am submitting this complete form to supplement a Nebraska Department of Education Application for Student Transfer that I have also submitted to the Option School District.

As used in this document, "siblings" means all children residing in the same household on a permanent basis who have the same mother or father or who are stepbrother or stepsister to each other who have not received a high school diploma or its equivalent. The following individuals are siblings of Student:

<b>SIBLING 1</b>	
Name: (Last, First, M.I.)	Birthdate: (mm/dd/yyyy)
School District in which currently enrolled:	Currently has an Individualized Education Program (IEP) or an Individualized Family Service Plan (IFSP): <p align="center">Yes / No</p>

<b>SIBLING 2</b>	
Name: (Last, First, M.I.)	Birthdate: (mm/dd/yyyy)
School District in which currently enrolled:	Currently has an Individualized Education Program (IEP) or an Individualized Family Service Plan (IFSP): <p align="center">Yes / No</p>

<b>SIBLING 3</b>	
Name: (Last, First, M.I.)	Birthdate: (mm/dd/yyyy)
School District in which currently enrolled:	Currently has an Individualized Education Program (IEP) or an Individualized Family Service Plan (IFSP): <p align="center">Yes / No</p>

FOR INTERNAL USE ONLY

RECEIVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

<b>SIBLING 4</b>	
Name: (Last, First, M.I.)	Birthdate: (mm/dd/yyyy)
School District in which currently enrolled:	Currently has an Individualized Education Program (IEP) or an Individualized Family Service Plan (IFSP):  Yes / No

<b>SIBLING 5</b>	
Name: (Last, First, M.I.)	Birthdate: (mm/dd/yyyy)
School District in which currently enrolled:	Currently has an Individualized Education Program (IEP) or an Individualized Family Service Plan (IFSP):  Yes / No

<b>SIBLING 6</b>	
Name: (Last, First, M.I.)	Birthdate: (mm/dd/yyyy)
School District in which currently enrolled:	Currently has an Individualized Education Program (IEP) or an Individualized Family Service Plan (IFSP):  Yes / No

*Use additional sheets if necessary.*

I understand that my failure to submit a complete form and the requested documentation may inhibit, delay, or prevent the Option School District from having the information that it needs to timely accept or reject my Student's application. I hereby certify that the information that I have submitted on this form is complete and accurate.

**FERPA RELEASE.** By signing below, I further authorize the following educational agencies or institutions to release education records about Student or any of Student's siblings to the Option School District:

- (1) any and all educational agencies or institutions in which Student or any of Student's siblings are currently (or have ever been) enrolled,
- (2) any and all educational agencies or institutions that are providing (or have ever provided) services to Student or any of Student's siblings, and/or
- (3) any and all educational agencies or institutions to which Student or any of Student's siblings have ever applied for enrollment.

It is my intention for this release to allow the Option School District to access all education records of Student or any of Student's siblings without limitation. I understand that this authorization will be effective until I revoke it in writing.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

**[PLACE ON SCHOOL DISTRICT LETTERHEAD]**

DATE

***Sent via Certified Mail***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Application for Option Enrollment

Dear \_\_\_\_\_:

I am writing to inform you that the district considered your request that **[name of child]** (the "Individual Student") be permitted to option into the school district for the \_\_\_\_\_ school year. State law requires an option school district to automatically accept applications for siblings of option students enrolled in the option school district without regard to capacity limitations. We understand that the following persons are siblings of the Individual Student: **[list all siblings you know about here]**. The district gave your request serious and thorough consideration. Ultimately, it decided to deny Individual Student's application. Specifically, and in addition to any reasons provided in the Application for Student Transfer, the district concluded that [check all that apply]:

- The Individual Student has used the one available option available to students, and none of the exceptions found in section 79-234 apply.
- The Individual Student and/or one or more of his or her siblings has an individualized education program under the federal Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., or has been diagnosed with a disability as defined in section 79-1118.01, and the special education director or designee determined that the school district's appropriate class, grade level, or school building does not have the capacity to provide the Individual Student and all of his or her siblings with their required services and accommodations as follows: **[LIST ALL SPECIFIC PROGRAMS, SERVICES, AND ACCOMMODATIONS YOU DO NOT HAVE OR DO NOT HAVE CAPACITY TO PROVIDE]**.
- The application to option into the district was received after March 15<sup>th</sup> of the school year prior to the Individual Student's requested enrollment. **[NOTE TO BE DELETED BEFORE USING—THIS SHOULD ONLY BE USED IF YOUR BOARD HAS ADOPTED A "LATE IS LATE" POLICY]**

**FOR LATE OPTIONS INTO THE DISTRICT (Section 9 of KSB's MODEL POLICY]**

- The application did not include a required release from the resident district.
- The enrollment of the Individual Student or any of his or her siblings would cause the district to exceed the numeric or programmatic capacity set by the board for the applicable program, class, grade level, or school building.
- [NOTE TO BE DELETED BEFORE USING—THIS SHOULD ONLY BE USED IF YOUR BOARD HAS ADOPTED THE "OTHER STANDARDS" IN KSB'S MODEL POLICY (Section 4(d) of KSB's MODEL POLICY]** The enrollment of the Individual Student or any of his or her siblings:
  - Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to the Individual Student or any of his or her siblings;
  - Would require the procurement of new equipment, technology, or furnishings;
  - Would cause or require the rearrangement of caseloads for staff and contracted professionals;
  - Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
  - May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.
- The school district has discovered that your option application contained false or substantively misleading information.

These were the primary considerations that led the board to reject your option application. We regret that this will preclude you from enrolling in our district.

You have the right to appeal the board's decision to the Nebraska Department of Education. Appeals are governed by NEB. ADMIN. R.& REGS. Title 92, Chapter 61 (1997), a copy of which can be found on the internet at [https://www.education.ne.gov/wp-content/uploads/2017/10/Rule61\\_1997.pdf](https://www.education.ne.gov/wp-content/uploads/2017/10/Rule61_1997.pdf).

Appeals are initiated by your filing a petition with the state board of education requesting a hearing. The petition is the initial document filed with

the board that sets forth a claim and request for board action. A sample petition is included at the conclusion of Rule 61 as Appendix A. You must include a copy of your option application and a copy of this letter when you file your petition. You may appear on your own behalf in the appeal or may be represented by an attorney or other representative as permitted by law.

I cannot provide you with legal advice on the appeal process. However, if you have questions about the board's option enrollment policy or if I can be of further assistance, you may contact my office.

Sincerely,

Superintendent

Enclosure

NDE Application for Student Transfer

## **RESOLUTION ON SCHOOL DISTRICT STANDARDS FOR ACCEPTANCE OR REJECTION OF OPTION ENROLLMENT APPLICATIONS**

WHEREAS, \_\_\_\_\_ Public Schools is committed to providing an education of high quality to its students in an economically efficient manner; and

WHEREAS, the school district's faculty, facilities, and equipment can serve only a limited number of students effectively; and

WHEREAS, the \_\_\_\_\_ Board of Education, in consultation with the administration, has reviewed the school district's faculty, facilities, equipment, interdisciplinary efforts and interrelationships of grades, subjects, and faculty; and has determined the maximum number of students it can serve effectively at any given grade level and in total;

NOW, THEREFORE BE IT RESOLVED that the board adopts the following standards for acceptance or rejection of option enrollment applications:

**Special Education Capacity.** Capacity for special education services will be determined on a case-by-case basis. If an application for option enrollment received by the school district indicates that the student has an individualized education program under the federal Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., or has been diagnosed with a disability as defined in section 79-1118.01, the application will be evaluated by the director of special education services or the director's designee who must determine if the school district and the appropriate class, grade level, or school building has the capacity to provide the applicant the appropriate services and accommodations. The Federal Educational Rights and Privacy Rights Act (FERPA) (20 U.S.C. § 1232g) permits the release of education records when a student seeks or intends to enroll in a different school district.

**Numeric Capacity.** The capacity in the following grade levels, programs, classes, and/or school buildings is as follows:

**[NOTE TO BE DELETED: YOU MAY SET NUMERIC CAPACITY BY ESTABLISHING THE MAXIMUM NUMBER OF STUDENTS FOR EACH PROGRAM, CLASS, GRADE LEVEL, OR BUILDING. YOU MAY ALSO SET NUMERIC CAPACITY BY DECLARING THE NUMBER OF OPTION STUDENTS YOU WILL ACCEPT INTO ANY PROGRAM, CLASS, GRADE LEVEL, OR BUILDING. IF YOU ELECT THE SECOND APPROACH, YOU SHOULD CHANGE THE LIST BELOW TO REFLECT THE NUMBER OF OPTION STUDENTS YOU WILL ACCEPT INSTEAD OF THE CAPACITY OF EACH SUCH PROGRAM, CLASS, GRADE LEVEL, OR**

BUILDING. YOU **MAY** SET NUMERIC CAPACITY BY OCTOBER 14<sup>TH</sup> OF THE PRECEDING YEAR, BUT IT IS **NOT** REQUIRED. IF YOU DO SET NUMERIC CAPACITIES BY OCTOBER 14<sup>TH</sup>, YOU MAY AMEND THEM AT A LATER DATE.]

- Grade Level Numeric Capacity: \_\_\_\_\_
- Program Numeric Capacity: \_\_\_\_\_
- Class Numeric Capacity: \_\_\_\_\_
- School Building Numeric Capacity: \_\_\_\_\_

Total enrollment for the school district: \_\_\_\_\_ students.

The Board of Education reserves the authority to further determine numeric capacity of classes, grade levels, or school buildings by operation of resolution, by action of the Superintendent as the board's designee, or through freestanding action to the extent permitted by law and policy.

**Programmatic Capacity.** The board declares the following grade levels, programs, classes, and school buildings to be at capacity such that no option applications into any of the following will be accepted: \_\_\_\_\_.

[**NOTE TO BE DELETED:** YOU MAY NOT DECLARE YOUR SPECIAL EDUCATION PROGRAM CLOSED DUE TO CAPACITY. THAT DETERMINATION MUST BE MADE ON A CASE-BY-CASE BASIS. YOU MUST DECLARE ANY NON-SPECIAL EDUCATION PROGRAM, CLASS, OR SCHOOL BUILDING CLOSED BY OCTOBER 14<sup>TH</sup> OF THE PRECEDING SCHOOL YEAR.]

**Other Standards.** The school district shall not accept an option student when acceptance of the student:

- (a) Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to the student;
- (b) Would require the procurement of new equipment, technology, or furnishings;
- (c) Would cause or require the rearrangement of caseloads for staff and contracted professionals;
- (d) Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
- (e) May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.

After the above resolution was read, board member \_\_\_\_\_ moved for passage of the motion. Board member \_\_\_\_\_ seconded the motion. After discussion, and on roll call vote, the following members voted in favor of the motion: \_\_\_\_\_.

The following members voted against the motion:  
\_\_\_\_\_.

The following members did not vote:  
\_\_\_\_\_.

Having been consented to by a majority of the voting members, the board president declared the motion to have been passed and adopted.

Dated this \_\_\_\_ day of \_\_\_\_\_, 202\_.

\_\_\_\_\_  
President, Board of Education



**Protex Central, Inc.**

Phone: (402) 463-0666  
 Fax: (402) 463-6057  
 1239 North Minnesota Ave, PO Box 1467  
 Hastings, NE 68901

**Quote**

No.: **50817**  
 Date: **6/3/2026**

Prepared for:  
 Nicole LeClaire (308) 440-8271  
 Bertrand Public Schools  
 503 School St.  
 Bertrand, NE 68927 USA

Prepared by: Tom Reiber  
 Account No.: 11517  
 Phone: (308) 472-3427  
 Job: CCTV System

Quantity	Item ID	Description	UOM
6	Avigilon-2.0C-H6M-D1-30	2MP, 30 Day, Alta, WDR, Day/Night Indoor Minidome, 2.95mm f/2.0, up to 10 year warranty with an active Alta Video license	
11	Avigilon-3.0C-H6SL-D 1-30	3MP, 30 Day, Alta, WDR, Day/Night Indoor Dome, 3.4-10.5mm f/1.6, up to 10 year warranty with an active Alta Video license	
7	Avigilon-3.0C-H6SL-D 01-IR-30	3MP, 30 Day, Alta, WDR, Day/Night Indoor Dome, 3.4-10.5mm f/1.6 Integrated IR, up to 10 year warranty with an active Alta Video license	
2	Avigilon-5.0C-H6SL-D 01-IR-30	5MP, 30 Day, Alta, WDR, Day/Night Outdoor Dome, 3.4-10.5mm f/1.6 Integrated IR, up to 10 year warranty with an active Alta Video license	
6	Avigilon-5.0C-H6SL-B 01-IR-30	5MP, 30 Day, Alta, WDR, Day/Night Outdoor Bullet, 3.4-10.5mm f/1.6 Integrated IR, up to 10 year warranty with an active Alta Video license	
4	Avigilon-10.0C-H6AD H-DO1-IR-30	2x 5MP, 30 Day, Outdoor, H6A Dual Head camera; up to 10 year warranty with an active Alta Video license.	
1	Avigilon-NPTA-1201	1.5 inch NPT Adapter for Dual Head Cameras	
1	Avigilon-WLMT-1021	Mount, Pendant Arm, 20cm Long, 1.5 NPT	
4	Avigilon-15C-H5A-3M H-30	5MP, 30 Day, Alta, 3 head H5A Multisensor Camera; up to 10 year warranty with an active Alta Video license	
4	Avigilon-H5AMH-AD-P END1	Adapter, Pendant Mount, H5MH	
4	Avigilon-H5AMH-DO-COVR1	Cover, Surface/Pendant Mount, H5MH	
4	Avigilon-WLMT-1001	WALL MOUNT FOR LARGE PENDANT CAMERA	
1	Avigilon-CRNMT-1001	CORNER MOUNT FOR LARGE PENDANT WLMT-1001	
4	Avigilon-POE60U-1BT E	Gigabit 802.3bt 60 W PoE Injector	
1	Avigilon-SM8TAT2SA-NA	10-Port Gigabit Managed Switch (8) PoE+ budget 130W; (2) SFP - NA	

**Quote**

No.: **50817**

Date: **6/3/2026**

Quantity	Item ID	Description	UOM
3	Altronix-NetWayXTX	Ethernet/Data Repeater, Extends 100m. PoE (IEEE 802.3af) and PoE+ (IEEE 802.3at) Compliant, UL/cUL Listed (UL60950-1)	
2,500	CAT6-W	Category-6, CMP, White	
28	RJ45-6	Catagory 6 Cable Connector	
5	CAT6-Patch-W	Cat-6 Patch Cable, White, 2 Meter	

**Avigilon Alta Video Surveillance System - Equipment & Installation Price**

<b>Your Price:</b>	<b>\$81,910.15</b>
Freight:	\$718.17
<b>SubTotal:</b>	<b>\$82,628.32</b>
<b>Total:</b>	<b>\$82,628.32</b>

Prices are firm until 6/10/2026      Terms: NET30

**Prepared by:** Tom Reiber, Tom.Reiber@protexcentral.net

**Date:** 6/3/2026

SCOPE OF WORK:

**\*\*SPECIAL NOTICE\*\***

- 1) PCI cannot be held liable for manufacturing delays for equipment listed on this proposal.
- 2) PCI reserves the right to substitute alternative equipment as needed to meet project and customer deadlines as required.
- 3) Any additional costs associated with manufacturer increases after date of order will be negotiated with end user.

Exclusions for Tariff-Related Cost Increases:

- \* PCI shall not be liable for cost increases incurred due to tariffs incurred during the sales and/or ordering process.
- \* PCI will communicate and negotiate additional costs incurred with Customer prior to equipment purchase.

Initial \_\_\_\_\_ Date \_\_\_\_\_

Protex Central, Inc. (PCI) proposes the installation of an Avigilon Alta video surveillance system at Bertrand Public Schools in Bertrand, NE.

AVIGILON ALTA VIDEO SURVEILLANCE SYSTEM:

The Avigilon Alta video surveillance system records all video signals in the cloud. There are no local network video recording (NVR) servers to manage.

Connection to the Avigilon Alta IP cameras are via web browser (such as Google Chrome or Microsoft Edge) or via the Avigilon Alta Video mobile app to view live and recorded video.

Each Avigilon Alta will record for 30-days, first in-first out. Video clips can be exported to a local hard drive on a PC or to a USB flash drive.

**AVIGILON ALTA VIDEO MOBILE APP:**

The Avigilon Alta Video mobile app allows users to view live and recorded video, manage alerts, and search for events from cameras on iOS and Android devices. Users can access high-definition, cloud-native video securely, featuring real-time analytics to monitor site activity without being tied to a desk.

**Key Features for Live and Recorded Video:**

- \* Live View: Access live video feeds and check camera status in real-time.
- \* Playback & Search: Search and play back recorded video, including reviewing event history and alarm recordings.
- \* Mobile Alerts: Receive push notifications on the phone for alarms or anomalies and instantly view the associated video.
- \* Camera Layouts: The app supports viewing multiple camera feeds in different layouts (e.g., 1x1, 2x2, 1+3) on tablets.

A separate quote will be provided for the annual Avigilon Alta cloud fees.

**INCLUSIONS:**

- 1) PCI will remove (1) existing Avigilon 10.0TB-HD-NVR2 NVR server and (29) existing Avigilon IP cameras from service. All removed equipment will be returned to Bertrand Public Schools.
- 2) PCI will provide and install new video surveillance system equipment at the following locations:

**Telecomm Room 302:**

- (1) Avigilon SM8TAT2SA-NA 8-port video surveillance system POE network switch.
- (3) Avigilon POE60U-1BTE POE+ injectors.

**Telecomm Room 602:**

- (1) Avigilon POE60U-1BTE POE+ injector.

The new SM8TAT2SA-NA 8-port video surveillance system POE network switch will require (1) 120VAC power outlet. This unit will be connected to an existing video surveillance system POE network switch in Telecomm Room 302 via (1) Category-6 patch cable.

The new POE60U-1BTE POE+ injectors provide data pass-through and POE+ power to the new multisensor cameras from the video surveillance system POE network switch. Each POE+ injector will require (1) 120VAC power outlet. Each POE60U-1BTE POE+ injector will be connected to the video surveillance system POE network switch(es) via (1) Category-6 patch cable.

**Camera #1 = Old Gym Corridor North, viewing South:**

- (1) Avigilon 3.0C-H6SL-D1-30 3-Megapixel, indoor dome camera, with 30-days recording.
- This new IP camera replaces an existing IP camera.

**Camera #2 = North Corridor outside of Room 402, viewing East:**

- (1) Avigilon 3.0C-H6SL-D1-30 3-Megapixel, indoor dome camera, with 30-days recording.
- This new IP camera replaces an existing IP camera.

**Camera #3 = North Corridor outside of Room 409, viewing West and South:**

- (1) Avigilon 10.0C-H6ADH-DO1-IR-30 2x5-Megapixel, dual-head camera, with 30-days recording.
- This new IP camera replaces an existing IP camera.

**Camera #4 = New Gym Corridor outside of Exit "H, viewing North:**

- (1) Avigilon 3.0C-H6SL-D1-30 3-Megapixel, indoor dome camera, with 30-days recording.
- This new IP camera replaces an existing IP camera.

Camera #5 = New Gym Corridor outside of the Restrooms, viewing East:

- (1) Avigilon 3.0C-H6SL-D1-30 3-Megapixel, indoor dome camera, with 30-days recording.
- This new IP camera replaces an existing IP camera.

Camera #6 = New Gym, Northeast corner:

- (1) Avigilon 3.0C-H6SL-DO1-IR-30 3-Megapixel, surface dome camera, with 30-days recording.
- This new IP camera replaces an existing IP camera.

Camera #7 = Exterior, near the Northeast corner of the New Gym:

- (1) Avigilon 15C-H5A-3MH-30 3x5-Megapixel, multisensor dome camera, with 30-days recording.
- (1) Avigilon H5AMH-AD-PEND1 pendant mount adapter.
- (1) Avigilon H5AMH-DO-COVR1 dome cover.
- (1) Avigilon WLMT-1001 wall mount bracket.
- This IP camera replaces an existing IP camera and will be relocated approximately 20-feet from its original location.

Camera #8 = Exterior, outside of Exit "D":

- (1) Avigilon 5.0C-H6SL-BO1-IR-30 5-Megapixel, bullet camera, with 30-days recording.
- This new IP camera replaces an existing IP camera.

Camera #9 = Exterior, outside of Exit "O":

- (1) Avigilon 15C-H5A-3MH-30 3x5-Megapixel, multisensor dome camera, with 30-days recording.
- (1) Avigilon H5AMH-AD-PEND1 pendant mount adapter.
- (1) Avigilon H5AMH-DO-COVR1 dome cover.
- (1) Avigilon WLMT-1001 wall mount bracket.
- This IP camera replaces an existing IP camera.

Camera #10 = Old Gym, Northeast corner:

- (1) Avigilon 3.0C-H6SL-DO1-IR-30 3-Megapixel, surface dome camera, with 30-days recording.
- This new IP camera replaces an existing IP camera.

Camera #11 = Old Gym Corridor South, viewing North:

- (1) Avigilon 3.0C-H6SL-D1-30 3-Megapixel, indoor dome camera, with 30-days recording.
- This new IP camera replaces an existing IP camera.

Camera #12 = North Corridor outside of Room 202, viewing East:

- (1) Avigilon 3.0C-H6SL-D1-30 3-Megapixel, indoor dome camera, with 30-days recording.
- This new IP camera replaces an existing IP camera.

Camera #13 = West Corridor North outside of the Exit "S" Vestibule, viewing South:

- (1) Avigilon 3.0C-H6SL-D1-30 3-Megapixel, indoor dome camera, with 30-days recording.
- This new IP camera replaces an existing IP camera.

Camera #14 = Corridor outside of Room 110, viewing Exit "S":

- (1) Avigilon 2.0C-H6M-D1-30 2-Megapixel, indoor fixed dome camera, with 30-days recording.
- This new IP camera replaces an existing IP camera.

Camera #15 = Exterior, outside of Office 310:

- (1) Avigilon 15C-H5A-3MH-30 3x5-Megapixel, multisensor dome camera, with 30-days recording.
- (1) Avigilon H5AMH-AD-PEND1 pendant mount adapter.
- (1) Avigilon H5AMH-DO-COVR1 dome cover.
- (1) Avigilon WLMT-1001 wall mount bracket.
- This IP camera replaces an existing IP camera.

Camera #16 = Exterior, Southeast corner of Shop 313:

- (1) Avigilon 15C-H5A-3MH-30 3x5-Megapixel, multisensor dome camera, with 30-days recording.
- (1) Avigilon H5AMH-AD-PEND1 pendant mount adapter.
- (1) Avigilon H5AMH-DO-COVR1 dome cover.
- (1) Avigilon WLMT-1001 wall mount bracket.
- (1) Avigilon CRNMT-1001 corner mount bracket.
- This IP camera replaces an existing IP camera and will be relocated approximately 2-feet from its original location.

Camera #17 = Exterior, under the North Canopy (West), viewing North:

- (1) Avigilon 5.0C-H6SL-DO1-IR-30 5-Megapixel, surface dome camera, with 30-days recording.
- This new IP camera replaces an existing IP camera.

Camera #18 = Exterior, under the North Canopy (East), viewing North:

- (1) Avigilon 5.0C-H6SL-DO1-IR-30 5-Megapixel, surface dome camera, with 30-days recording.
- This new IP camera replaces an existing IP camera.

Camera #19 = Weight Room, Northwest corner:

- (1) Avigilon 3.0C-H6SL-D1-30 3-Megapixel, indoor dome camera, with 30-days recording.
- This new IP camera replaces an existing IP camera.

Camera #20 = Corridor outside of the Exit "O" Vestibule, viewing Exit "O":

- (1) Avigilon 3.0C-H6SL-D1-30 3-Megapixel, indoor dome camera, with 30-days recording.
- This new IP camera replaces an existing IP camera.

Camera #21 = North Corridor outside of Reception 208, viewing East:

- (1) Avigilon 3.0C-H6SL-D1-30 3-Megapixel, indoor dome camera, with 30-days recording.
- This new IP camera replaces an existing IP camera.

Camera #22 = New Gym Corridor, viewing Commons:

- (1) Avigilon 2.0C-H6M-D1-30 2-Megapixel, indoor fixed dome camera, with 30-days recording.
- This new IP camera replaces an existing IP camera.

Camera #23 = Mezzanine Stairs:

- (1) Avigilon 3.0C-H6SL-D1-30 3-Megapixel, indoor dome camera, with 30-days recording.
- This new IP camera replaces an existing IP camera.

Camera #24 = Concessions Room, Northeast corner:

- (1) Avigilon 2.0C-H6M-D1-30 2-Megapixel, indoor fixed dome camera, with 30-days recording.
- This new IP camera replaces an existing IP camera.

Camera #25 = Exterior, Northwest side of the New Gym:

- (1) Avigilon 5.0C-H6SL-BO1-IR-30 5-Megapixel, bullet camera, with 30-days recording.
- This new IP camera replaces an existing IP camera.

Camera #26 = Preschool Corridor:

- (1) Avigilon 2.0C-H6M-D1-30 2-Megapixel, indoor fixed dome camera, with 30-days recording.
- This new IP camera replaces an existing IP camera.

Camera #27 = Exterior, outside of the Preschool Entrance:

- (1) Avigilon 5.0C-H6SL-BO1-IR-30 5-Megapixel, bullet camera, with 30-days recording.
- This new IP camera replaces an existing IP camera.

Camera #28 = Exterior, Preschool East:

- (1) Avigilon 5.0C-H6SL-BO1-IR-30 5-Megapixel, bullet camera, with 30-days recording.

- This new IP camera replaces an existing IP camera.

Camera #29 = Exterior, outside of Preschool Exit "R":

- (1) Avigilon 5.0C-H6SL-BO1-IR-30 5-Megapixel, bullet camera, with 30-days recording.
- This new IP camera replaces an existing IP camera.

Camera #30 = Corridor outside of Exit "A", viewing Exit "A":

- (1) Avigilon 2.0C-H6M-D1-30 2-Megapixel, indoor fixed dome camera, with 30-days recording.
- This is a new IP camera location.

Camera #31 = Old Gym Corridor outside of Room 303, viewing North and South:

- (1) Avigilon 10.0C-H6ADH-DO1-IR-30 2x5-Megapixel, dual-head camera, with 30-days recording.
- This is a new IP camera location.

Camera #32 = Old Gym, Southwest corner:

- (1) Avigilon 3.0C-H6SL-DO1-IR-30 3-Megapixel, surface dome camera, with 30-days recording.
- This is a new IP camera location.

Camera #33 = Shop 313, Northeast corner:

- (1) Avigilon 3.0C-H6SL-DO1-IR-30 3-Megapixel, surface dome camera, with 30-days recording.
- This is a new IP camera location.

Camera #34 = Shop 313, Southwest corner:

- (1) Avigilon 3.0C-H6SL-DO1-IR-30 3-Megapixel, surface dome camera, with 30-days recording.
- This is a new IP camera location.

Camera #35 = Shop 313, Northeast corner:

- (1) Avigilon 3.0C-H6SL-DO1-IR-30 3-Megapixel, surface dome camera, with 30-days recording.
- This is a new IP camera location.

Camera #36 = North Corridor outside of Room 405, viewing West and East:

- (1) Avigilon 10.0C-H6ADH-DO1-IR-30 2x5-Megapixel, dual-head camera, with 30-days recording.
- This is a new IP camera location.

Camera #37 = Corridor outside of the Exit "B" Vestibule, viewing the Concessions Area:

- (1) Avigilon 2.0C-H6M-D1-30 2-Megapixel, indoor fixed dome camera, with 30-days recording.
- This is a new IP camera location.

Camera #38 = Exterior, Southwest corner of New Gym Storage:

- (1) Avigilon 5.0C-H6SL-BO1-IR-30 5-Megapixel, bullet camera, with 30-days recording.
- This is a new IP camera location.

Camera #39 = South wall of the Stage, viewing the Stage Area and the Stage North Stairs:

- (1) Avigilon 10.0C-H6ADH-DO1-IR-30 2x5-Megapixel, dual-head camera, with 30-days recording.
- (1) Avigilon NPTA-1201 NPT adapter.
- (1) Avigilon WLMT-1021 wall mount bracket.
- This is a new IP camera location.

Camera #40 = New Gym, Southwest corner:

- (1) Avigilon 3.0C-H6SL-DO1-IR-30 3-Megapixel, surface dome camera, with 30-days recording.
- This is a new IP camera location.

3) PCI will provide and install (1) new Altronix NETWAYXTX POE/POE+ extender each for Camera #7 and Camera #16. These units will serve as splice points the the camera relocations.

4) PCI will provide and install (1) new Altronix NETWAYXTX POE/POE+ extender for Camera #35. This camera location

exceeds the data cable limit of 100-meters to the video surveillance system POE network switch. The new NETWAYXTX POE/POE+ extender extends the 100-meter data cable limit to 200-meters.

5) PCI will provide and install new Category-6 cabling from each new IP camera location to an existing video surveillance system POE network switch and to the new SM8TAT2SA-NA video surveillance system POE network switch.

6) PCI will provide programming.

**EXCLUSIONS:**

- \* All necessary 120VAC power outlets shall be provided and installed by the Owner.
- \* All necessary network connections, cabling, or Internet access shall be provided and installed by the Owner.
- \* All necessary racking, shelving, and cable management equipment shall be provided and installed by the Owner.
- \* PCI cannot guarantee the condition or functionality of existing equipment or cabling. Items can be replaced at an additional cost.
- \* Patching, painting, or repair/replacement of ceiling tiles are excluded.
- \* All lifts necessary for cable and device installation shall be provided by the Owner.

**CLARIFICATIONS:**

- \* All work to be performed during normal business hours 8:00AM – 5:00PM, Monday through Friday.
- \* Fifty (50)% deposit with order. Balance due within 30 days upon invoice. See additional information included on "Terms and Conditions" page.
- \* Includes all equipment listed above. Cost for any additional equipment that is used shall be negotiated with the Owner.
- \* All devices will be installed per locations noted on drawings via site survey and as defined in the scope of work.
- \* Final aim and focus of cameras to be performed with Owner's representative. Camera views shall be confirmed by the Owner at the time of commissioning.
- \* Owner Training shall be provided in the form of (1) 2-hour training session.

---

**Protex Central Inc. - Agreement Proposal Terms & Conditions**

This proposal when accepted, and any subsequent orders placed as a result of this proposal are not subject to cancellation, change, reduction in amount or suspension of performance by the customer except with Protex's written consent and upon terms which indemnify against loss. Any change order such as design, shipping or installation schedule or other instructions of any kind must be submitted in writing. Protex shall not be bound by any such change unless they first agree in writing, and then only upon such terms, as they shall make, to cover any additional cost caused by such changes.

When materials covered by this proposal are for the replacement of or additions to existing equipment, Protex shall in no way be responsible for the functioning of any part of the existing system on which changes are not made by Protex. The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Protex, or alternatively, shall provide Protex with acceptable tax exception certificates. Protex shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of work. Protex shall not be responsible for any loss or damage occurring by reason of delay, or inability to perform caused by conditions beyond their control including but not limited to acts of God, act of government, fire, flood, war, riot, civil commotion, transportation embargoes or car shortages, malicious injury, inability to secure material or skilled labor, priority, allocations or other materials regulations, or any other cause, similar or dissimilar.

Should this proposal cover an item or items which are made to the customer's specifications, any warranty on the part of Protex shall be limited to cover latent defects in materials only and in no case shall be construed to warrant that said item or items shall provide satisfactory in type of length or service rendered. Acceptance by the customer shall be evidence that the customer's specifications have been compiled with and shall be conclusive that the terms of this proposal have been met. Claims for shortages or rejections must be made within ten days after receipt of goods. Claims for breakage, damaged, or loss should be presented directly to the transportation company upon receipt of merchandise. It is understood that the performance dates specified on this proposal are based upon conditions prevailing as of the date of

**Quote**

No.: **50817**

Date: **6/3/2026**

this proposal and that Protex shall not be responsible for any delay in said performance dates, or any cancellation of this proposal which may be caused by conditions, either out of their control or by them at the time this proposal is made. Protex shall have the right to furnish substitutes for material which cannot be obtained due to existing shortages.

Protex reserves the right to restrict the terms of payment or to require payment prior to time of performance if in Protex's opinion the customer's financial condition or other circumstances do not warrant shipment or installation on the terms originally specified in this proposal. Interest will be added on overdue accounts at 1 1/2% per month. This proposal supersedes all previous proposals, negotiations, statements, representations and promises. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which caused, in whole or in part, by the negligent act or omission of the indemnifying party. Purchaser agrees that he will pay and reimburse Protex for any and all reasonable attorney's fees which are incurred by Protex Central in the collection of amounts due and payable hereunder.

Protex shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement. Protex warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment. Work performed by Protex shall warranted for a period of ninety (90) days. Protex warrants that for equipment furnished and/or installed but not manufactured by Protex. Protex will extend the same warranty terms and conditions, which Protex receives, from the manufacturer of said equipment. All transportation charges incurred in connection with the warranty for equipment not installed by Protex shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OR MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

**BILLINGS, TERMS & DEPOSIT REQUIREMENTS**

CUSTOMER shall pay or cause to be paid to PCI the full price for the Services as specified in this Agreement. PCI shall submit periodic invoices unless otherwise specified to CUSTOMER in advance for Services to be performed during the subsequent billing period, and payment shall be due within thirty (30) days of the Invoice Date. Payments for Services past due more than ten (10) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. CUSTOMER shall pay all attorney and/or collection fees incurred by PCI in collecting any past due amounts.

Credit card payments may be subject to additional fees.

Customer Acknowledgement Initial: \_\_\_\_\_ Date: \_\_\_\_\_

50% Deposit with order unless otherwise negotiated with Protex Central Inc. Finance Department.

Customer Acknowledgement Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SPECIAL NOTICE conditions have been reviewed and are understood per "Scope of Work" for this document.

Customer Acknowledgement Initial: \_\_\_\_\_ Date: \_\_\_\_\_

© COPYRIGHT, PROTEX CENTRAL INC, 2026 ALL RIGHTS RESERVED

**Accepted by:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**Protex Central, Inc.**

Phone: (402) 463-0666  
 Fax: (402) 463-6057  
 1239 North Minnesota Ave, PO Box 1467  
 Hastings, NE 68901

**Quote**

No.: **50818**  
 Date: **6/3/2026**

Prepared for:  
 Nicole LeClaire (308) 440-8271  
 Bertrand Public Schools  
 503 School St.  
 Bertrand, NE 68927 USA

Prepared by: Tom Reiber  
 Account No.: 11517  
 Phone: (308) 472-3427  
 Job: CCTV System

Quantity	Item ID	Description	UOM
----------	---------	-------------	-----

40	Avigilon-AWA-CLD-1Y	Alta Video Subscription, per camera, including 30 days cloud storage, 1 year	
----	---------------------	--	--

**Avigilon Alta Video Surveillance System - Cloud Fees (1st Year) Price**

<b>Your Price:</b>	<b>\$7,710.80</b>
<b>Total:</b>	<b>\$7,710.80</b>

Prices are firm until 6/10/2026      Terms: NET30

**Prepared by:** Tom Reiber, Tom.Reiber@protexcentral.net

**Date:** 6/3/2026

**SCOPE OF WORK:**

Protex Central, Inc. (PCI) proposes the annual Avigilon Alta cloud fees for the proposed installation of an Avigilon Alta video surveillance system at Bertrand Public Schools in Bertrand, NE.

This quote shall be accepted for PCI Quote #50731 (Avigilon Alta Video Surveillance System - Equipment & Installation Price) to be valid.

(1) Alta cloud license is required for each new Alta IP camera.

**Protex Central Inc. - Agreement Proposal Terms & Conditions**

This proposal when accepted, and any subsequent orders placed as a result of this proposal are not subject to cancellation, change, reduction in amount or suspension of performance by the customer except with Protex's written consent and upon terms which indemnify against loss. Any change order such as design, shipping or installation schedule or other instructions of any kind must be submitted in writing. Protex shall not be bound by any such change unless they first agree in writing, and then only upon such terms, as they shall make, to cover any additional cost caused by such changes.

When materials covered by this proposal are for the replacement of or additions to existing equipment, Protex shall in no way be responsible for the functioning of any part of the existing system on which changes are not made by Protex. The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Protex, or alternatively, shall provide Protex with acceptable tax exception certificates. Protex shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of work. Protex shall not be responsible for any loss or damage occurring by reason of delay, or inability to perform caused by conditions beyond their control including but not limited to acts of God, act of government, fire, flood, war, riot, civil commotion, transportation embargoes or car

shortages, malicious injury, inability to secure material or skilled labor, priority, allocations or other materials regulations, or any other cause, similar or dissimilar.

Should this proposal cover an item or items which are made to the customer's specifications, any warranty on the part of Protex shall be limited to cover latent defects in materials only and in no case shall be construed to warrant that said item or items shall provide satisfactory in type of length or service rendered. Acceptance by the customer shall be evidence that the customer's specifications have been compiled with and shall be conclusive that the terms of this proposal have been met. Claims for shortages or rejections must be made within ten days after receipt of goods. Claims for breakage, damaged, or loss should be presented directly to the transportation company upon receipt of merchandise. It is understood that the performance dates specified on this proposal are based upon conditions prevailing as of the date of this proposal and that Protex shall not be responsible for any delay in said performance dates, or any cancellation of this proposal which may be caused by conditions, either out of their control or by them at the time this proposal is made. Protex shall have the right to furnish substitutes for material which cannot be obtained due to existing shortages.

Protex reserves the right to restrict the terms of payment or to require payment prior to time of performance if in Protex's opinion the customer's financial condition or other circumstances do not warrant shipment or installation on the terms originally specified in this proposal. Interest will be added on overdue accounts at 1 1/2% per month. This proposal supersedes all previous proposals, negotiations, statements, representations and promises. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which caused, in whole or in part, by the negligent act or omission of the indemnifying party. Purchaser agrees that he will pay and reimburse Protex for any and all reasonable attorney's fees which are incurred by Protex Central in the collection of amounts due and payable hereunder.

Protex shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement. Protex warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment. Work performed by Protex shall warranted for a period of ninety (90) days. Protex warrants that for equipment furnished and/or installed but not manufactured by Protex. Protex will extend the same warranty terms and conditions, which Protex receives, from the manufacturer of said equipment. All transportation charges incurred in connection with the warranty for equipment not installed by Protex shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OR MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

**BILLINGS, TERMS & DEPOSIT REQUIREMENTS**

CUSTOMER shall pay or cause to be paid to PCI the full price for the Services as specified in this Agreement. PCI shall submit periodic invoices unless otherwise specified to CUSTOMER in advance for Services to be performed during the subsequent billing period, and payment shall be due within thirty (30) days of the Invoice Date. Payments for Services past due more than ten (10) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. CUSTOMER shall pay all attorney and/or collection fees incurred by PCI in collecting any past due amounts.

Credit card payments may be subject to additional fees.

Customer Acknowledgement Initial: \_\_\_\_\_ Date: \_\_\_\_\_

50% Deposit with order unless otherwise negotiated with Protex Central Inc. Finance Department.

Customer Acknowledgement Initial: \_\_\_\_\_ Date: \_\_\_\_\_

SPECIAL NOTICE conditions have been reviewed and are understood per "Scope of Work" for this document.

Customer Acknowledgement Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**Quote**

No.: **50818**

Date: 6/3/2026

© COPYRIGHT, PROTEX CENTRAL INC, 2026 ALL RIGHTS RESERVED

**Accepted by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## SUPERINTENDENT'S CONTRACT OF EMPLOYMENT BERTRAND PUBLIC SCHOOLS

THIS CONTRACT is made by and between the **Board of Education of Bertrand Public Schools**, legally known as **Phelps County School District 69-0054**, and referred to as "the Board" and "the School District" respectively, and **Nicole LeClaire**, referred to herein as "the Superintendent". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

**Section 1. Term of Contract.** The Superintendent shall be employed for a period of 2 year(s) beginning on July 1, 2024, and expiring on June 30, 2026. References to "contract year" shall mean the period from July 1st through June 30th and generally shall consist of all days except weekend days and holidays, but the Superintendent agrees to work sufficient hours and days to satisfactorily complete the duties of this contract, even if those are holidays and weekends. The Superintendent shall keep complete and accurate records of working days and shall provide the Board with a report of accumulated working days annually and upon request.

**Section 2. Renewal of Contract.** If a Board representative does not inform the Superintendent in writing on or before **the seventh day after the regular December board meeting of the last year of this contract** of the Board's intention to consider the nonrenewal or amendment of this contract, the contract will automatically renew for a period of **one year** from and after the expiration date provided in Section 1 of this contract. The Superintendent shall remind the Board in writing of this provision no later than **its regular November meeting** of each year of this contract when it is set to renew and shall make the renewal of the employment contract an agenda item for the regular **December** board meeting during each such year of this contract. At the time of each contract renewal and/or amendment, the Superintendent shall be responsible for taking all necessary steps to ensure that the District has complied with the Superintendent Pay Transparency Act.

**Section 3. Salary.** The Superintendent's salary for the first contract year shall be \$135,000.00 which shall be paid in 12 equal monthly installments beginning in the month of August 2024. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

**Section 4. Deductions.** This contract shall conform to the statutes and regulations governing deductions from compensation and shall be subject to the School Employees Retirement Act. The Superintendent authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the District during the course of or as a result of the Superintendent's employment, if such property or money have not properly been returned to the District. The District shall withhold other deductions as the Superintendent and Board may agree.

**Section 5. Professional Status.** The Superintendent affirms that the Superintendent is not under contract with any other board of education covering any part or all of the term provided in this contract. Throughout the contract term, the Superintendent will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which the Superintendent will register and maintain on file in the District's central administrative office. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that the Superintendent registers the certificate. The Superintendent represents that: (1) all information provided in connection with his or her application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, the Superintendent will advise the Board immediately; (2) the Superintendent has never been convicted of or plead no contest to, a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) the Superintendent has not had any professional licenses or certificates suspended or revoked.

**Section 6. Superintendent's Duties.** The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations, and directives. The Superintendent agrees to devote the Superintendent's time, skill, labor, and attention to these duties throughout the contract term. The Superintendent shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns. By agreement with the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out duties and obligations to the District.

**Section 7. Board-Superintendent Relationship.** The Board shall be primarily responsible for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the district and shall be responsible for implementing Board policy. The Superintendent shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. The Superintendent is responsible for administering the instruction of students and the business affairs of the District. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for action, study, and/or recommendation, as appropriate.

**Section 8. Cancellation or Mid-Term Amendment.** The Board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Superintendent's continued performance of duties; (m) any arrest, criminal charge, or criminal conviction of Superintendent or the failure to report the same; (n) any filing against the Superintendent under NEB. REV. STAT. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying school district records or documents; (p) misrepresentation of fact to the district and its personnel in the conduct of the district's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the district except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes. In addition to other material breaches, the parties specifically agree that the Superintendent's failure to comply with the duties under the Renewal of Contract or Evaluation sections shall constitute a material breach of this contract.

**Section 9. Disability.** If the Superintendent is unable to perform the Superintendent's duties by reason of illness, accident or other disability beyond the Superintendent's control, and the disability continues for a period of more than 25 working days or if the disability is permanent, irreparable, or of such a nature as to make performance of duties impossible, the Board may initiate action to cancel this contract, whereupon the respective rights, duties

and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Superintendent under any insurance coverage furnished by the District.

**Section 10. Transportation.** The Board shall provide the Superintendent with transportation or reimburse for mileage required in the performance of the Superintendent's official duties at the rate approved by the State of Nebraska for non-taxable mileage reimbursement.

**Section 11. Fringe Benefits.** The Board shall provide the Superintendent with the following fringe benefits:

- a. Health Insurance.** Family health insurance that is provided to certificated staff through the District's health insurance carrier.
- b. Dental Insurance.** Family dental insurance that is available to certificated staff through the District's health insurance carrier.
- c. Sick Leave.** The Superintendent shall be entitled to 10 days of sick leave for the first contract year. In the second year of employment and in subsequent years, the Superintendent shall be entitled to 10 days of sick leave which may accumulate to a total of 40 days. Sick leave may only be used for personal illness or as otherwise provided in District policy. If the Superintendent qualifies for disability pay under the long-term disability policy, the Superintendent shall be required to take the disability pay instead of sick leave pay. The Superintendent shall keep complete and accurate records of sick days and shall provide the Board of Education with a report of accumulated sick days upon request. The Superintendent shall not be compensated for unused days of sick leave upon the ending of employment with the District.
- d. Disability Insurance.** The Superintendent shall purchase long-term disability insurance from the District's carrier at the Superintendent's own expense.
- e. Vacation.** The Superintendent shall have 20 vacation days for the initial contract year which may be used at times the Superintendent chooses so long as the absence does not interfere with the proper performance of the

Superintendent's duties. Any extended vacation period while school is in session will require advance approval by the Board, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of the District. After the initial contract year, the Board shall give the Superintendent the number of days necessary to restore the total to 20 days. For example, if the Superintendent uses 12 days of vacation in year one, the Board will provide 12 days the following year to bring the total to 20 days. The Superintendent shall develop a system for recording use of vacation days and shall keep such records current and on file in the District's central office. The Superintendent shall keep complete and accurate records of vacation days and shall provide the Board of Education with a report of accumulated vacation days upon request. The Board may require the Superintendent to use vacation days and shall compensate the Superintendent at a rate of \$100.00 for each unused day upon the conclusion of employment.

- f. Professional Development.** The Superintendent is expected to continue professional development and to participate in relevant learning experiences. With the approval of the Board, the Superintendent may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance. If the Superintendent attends a national convention and does not return following the initial year of employment as Superintendent, the Superintendent agrees to repay the District in full for national convention expenses paid by the District.
- g. Professional Dues.** The District will pay the annual dues for the Superintendent's membership in appropriate professional organizations as approved by the Board.
- h. Holidays.** The Superintendent shall receive the following paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.
- i. Cell Phone.** The Superintendent shall be required to purchase and maintain a cellular phone so that the Superintendent can be reached at all times for work-related emergencies or while away from school grounds during the

workday. The District will reimburse the Superintendent up to a maximum of \$100 per month for the actual cost of a cellular phone service plan.

**j. Expense Reimbursement.** The Board shall pay or reimburse the Superintendent for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (NEB. REV. STAT. § 13-2201 *et seq.*) or some other provision of law, and (2) the Superintendent shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$500.00 or more.

**k. Moving Expenses.** The Board will reimburse Superintendent for up to \$3,000 in expenses which the Superintendent incurs as part of relocating to reside within the District.

**Section 12. Residence/Domicile in School District.** The Superintendent shall establish domicile and principal residence within the boundaries of the District as they exist on the first duty day for the Superintendent under the terms of this contract; and, the Superintendent shall maintain domicile and residence within the boundaries of the District during the term of this contract, or any renewal, amendment, or continuation thereof, except as otherwise provided herein. If the Superintendent is in the first year of employment with the District and does not establish domicile and principal place of residence within the District at the time of initial employment, the Superintendent shall move the Superintendent's domicile and principal place of residence into the boundaries of the District before the expiration of the first six months from the Superintendent's first duty day under this contract. It is the purpose of this paragraph to require the Superintendent to, at all times during such employment, live and maintain domicile and principal place of residence in the District to encourage the Superintendent: (1) to be highly motivated and deeply committed to the District's educational system; (2) to speak to and vote on ballot issues affecting the District as a legal voter of the District; (3) to be involved in school and community activities bringing the Superintendent into contact with parents and community leaders and be committed to the future of the District and its schools; (4) to be accessible to parents and students, and allow parents and students to become personally acquainted with the Superintendent; and, (5) to gain sympathy and

understanding for the cultural basis of the community, and the social, economic, and environmental challenges of the children of the school community, making the Superintendent less likely to be considered isolated from the community in which the Superintendent is the educational leader. In the event Superintendent is not immediately able to secure appropriate housing within the District, the Superintendent shall notify the Board, and the parties may negotiate a mutually-agreeable addendum which sets a reasonable period of time within which the Superintendent will establish residence and domicile in the District.

**Section 13. No Penalty for Release or Resignation.** There shall not be a penalty for the release or resignation of the Superintendent from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

**Section 14. Compensation Upon Termination.** Upon lawful termination of this contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the 12 months in the annual salary period in which termination occurs. The Superintendent shall refund any portion of the salary paid but not earned prior to the date of termination of this contract.

**Section 15. Evaluation.** The Board shall evaluate the Superintendent twice during the Superintendent's first year of employment and at least once each year thereafter. The first evaluation during the first year of employment and the yearly evaluations after the first year of employment shall occur no later than the **regular November meeting**. The Superintendent shall: remind the Board members in writing of this provision no later than its **regular October meeting**; make the evaluation an agenda item for the regular **November** Board meeting during each year of this contract; and provide the Board members with the written evaluation instrument that is on file with the Nebraska Department of Education.

**Section 16. Legal Actions.** The Board will support the Superintendent if there is a legal dispute caused by carrying out the Superintendent's duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of the Superintendent's performance of duties or the position as Superintendent of the District, the Board will provide the Superintendent with a legal defense to the maximum extent permitted by law so long as the Superintendent acted in good faith and in a manner which the Superintendent reasonably believes to be in or not opposed to the best interests of the District and, with respect to

any criminal action or proceeding, had no reasonable cause to believe that the Superintendent's conduct was unlawful.

**Section 17. Physical or Mental Examination.** The Superintendent agrees that, at the request of the Board, the Superintendent will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this Contract. In deference to the requirements of state and federal confidentiality laws that may apply, the physician's report to the Board must address whether the Superintendent is able to perform the "essential functions" of the Superintendent's position and duties.

**Section 18. Disciplinary Action.** The parties agree that the Board president may place the Superintendent on paid leave by delivering written notice of the same when the Board president determines it is in the best interests of the District to do so. The paid leave shall continue unless and until a majority of the Board determines otherwise at a duly convened meeting. The Board may suspend the Superintendent without pay for a period not to exceed thirty (30) working days. Prior to suspending the Superintendent without pay, the Board president or secretary shall deliver a written notice to the Superintendent advising the Superintendent of the reasons for the proposed action and provided the opportunity to present his or her version of the facts. Within seven calendar days after receipt of such notice, the Superintendent may make a written request to the secretary of the school board for a due process hearing under section 79-832. If such a request is not delivered within such time, the action of the Board shall become final.

**Section 19. Governing Laws.** The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contact.

**Section 20. Amendments to be in Writing.** This contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

**Section 21. Severability.** If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.

**[THE NEXT PAGE IS A SIGNATURE PAGE]**

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

Executed by the Board this 8<sup>th</sup> day of April, 2024.

Brent Samuelson  
President, Board of Education

[Signature]  
Secretary, Board of Education

Executed by the Superintendent this 25<sup>th</sup> day of March, 2024.

[Signature]  
Superintendent

## AMENDMENT TO SUPERINTENDENT'S CONTRACT

This Amendment is entered into on this **14th day of July, 2025**, by and between the **Board of Education of Bertrand Community School District #54-0125**, and **Nicole J. LeClaire, Superintendent**, regarding the two-year employment contract dated **8 April, 2024**.

**Whereas**, the parties previously entered into a Superintendent Contract for the period of July 1, 2024 through June 30, 2026;

**Whereas**, the parties wish to modify the compensation for the second year (July 1, 2025 – June 30, 2026);

**Now, Therefore**, the contract is hereby amended as follows:

1. **Compensation:**

The annual salary for the 2025–2026 contract year shall be \$146,000.00 (gross annual salary), to be paid in equal monthly installments.

2. **No Other Changes:**

All other terms and conditions of the contract dated 8 April, 2024 remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first above written.

Executed by the Board this **14th day of July, 2025**.

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Superintendent

Attest:

\_\_\_\_\_  
Board Secretary

# PRINCIPAL'S CONTRACT OF EMPLOYMENT

## BERTRAND COMMUNITY SCHOOL

THIS CONTRACT is made by and between the Board of Education of Bertrand Community School, legally known as Phelps County School District 69-0054, and referred to as “the Board” and “the District” respectively, and **Steve Bristol**, referred to herein as “the Principal,” and cumulatively referred to as the “Parties.”

In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Principal and the Principal agrees to accept such employment, subject to the terms and conditions set forth herein.

**Section 1. Term of Contract.** The Principal shall be employed for **one year, from July 1, 2026 through June 30, 2027.** The Principal shall perform duties on all working days. The Principal shall render at least 210 working days of service in the performance of his duties as Principal. “Working days” typically will not include Saturdays, Sundays, and legal holidays, but shall include all days on which the Principal actually and necessarily completes his contractual duties, even if those are weekend days or holidays. The Principal shall keep complete and accurate records of his working days and shall provide the Superintendent with a report of his accumulated working days at least quarterly.

**Section 2. Salary.** The Principal's salary for the Contract year shall be **\$138,250.00** payable on the District's normal payroll schedule. The Board shall not reduce the Principal's salary during the term of the Contract, but may increase it and/or the benefits during the term of this Contract, as an amendment to the Contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this Contract.

**Section 3. Deductions.** This Contract shall conform to the statutes and regulations governing deductions from compensation and shall be subject to the School Employees Retirement Act, due to the ongoing employment relationship between the Parties. The Principal authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Principal or the value of 5 property or money entrusted to the Principal or owed by the Principal to the District during the course of or as a result of the Principal's employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Principal and Board may agree.

**Section 4. Professional Status.** The Principal affirms that he is not under contract with any other board of education covering any part or all of the term provided in this Contract. Throughout the Contract Term, Principal will hold a valid and appropriate certificate to act as a principal in the State of Nebraska which he will register and maintain on file in the school district's central administrative office. This Contract shall not be valid and the Board will not compensate the Principal for any service performed prior to the date that he registers his certificate. The Principal represents that: (1) all information provided in connection with his application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, he will advise the Board immediately; (2) he has never been convicted of or plead no contest to, a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) he has not had any professional licenses or certificates suspended or revoked.

**Section 5. Principal's Duties.** The Principal's duties shall be as prescribed by statute and by Board policies, rules, regulations, and directives. The Principal agrees to devote his time, skill, labor and attention to his duties throughout the Contract Term. The Principal shall be subject to the direction and control of the Superintendent at all times and shall perform such administrative duties as the Superintendent or Board assigns. By agreement with the Superintendent, the Principal may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his duties and obligations to the District.

**Section 6. Nonrenewal, Termination, Cancellation or Mid-Term Amendment.** Except as otherwise agreed to herein, nonrenewal, termination, cancellation, or amendment of this Contract shall be in accordance with state statutes. During any applicable probationary period, the Board may non-renew or amend this Contract for any reason so long as it is not unconstitutional. At all other times, the Board may terminate, cancel, or amend this Contract for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Principal's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this Contract; (c) the breach of any of the material provisions of this Contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (1) any conduct that substantially interferes with

the Principal's continued performance of his or her duties; (m) any arrest, criminal charge, or criminal conviction of Principal or the failure to report the same; (n) any filing against the Principal under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying school district records or documents; (p) misrepresentation of fact to the district and its personnel in the conduct of the district's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the district except as prescribed by a physician.

**Section 7. Disability.** If the Principal is unable to perform his duties by reason of illness, accident or other disability beyond his control, and the disability continues for a period of 45 days or more, or if the disability is permanent, irreparable, or of such a nature as to make performance of her duties impossible, the Board may initiate action to cancel this Contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Principal under any insurance coverage furnished by the district.

**Section 8. Transportation.** The Board shall provide the Principal with transportation or reimburse him for mileage required in the performance of his official duties at the rate approved by the Board.

**Section 9. Fringe Benefits.** The Board shall provide the Principal with the following fringe benefits:

a. Health Insurance. Family health insurance that is provided to certificated staff through the District's health insurance carrier.

b. Dental Insurance. Single dental insurance that is available to certificated staff through staff through the District's insurance carrier.

The Principal shall purchase:

c. Disability Insurance. long-term disability insurance from the school district's carrier at the Principal's expense.

d. Professional Development. The Principal is expected to continue his professional development and to participate in relevant learning experiences. With the approval of the Superintendent or Board, he may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance. If the Principal attends a national convention and does not return following the initial year of employment as Principal, the Principal agrees to repay the District in full for national convention expenses paid by the District.

e. Professional Dues. The school district will pay the annual dues for the Principal's membership in the following organizations: Nebraska Council of School Administrators.

f. Cell Phone. The Principal shall be required to purchase and maintain a cellular phone so that he can be reached at all times for work-related emergencies or while away from school grounds during the work day. The District will reimburse the Principal up to a maximum of \$100 per month for the actual cost of a cellular phone service plan.

g. Expense Reimbursement. The Board shall pay or reimburse the Principal for expenses that are actually, necessarily, and reasonably incurred in attending educational seminars, conventions, and workshops; conferences; training programs; official school functions, hearings or meetings, provided that (1) such payment or expense is authorized by the Local Government Miscellaneous Expenditures Act (Neb. Rev. Stat. § 13-2201 et seq.) or some other provision of law, and (2) the Principal shall secure the prior approval of the Board before incurring any such expense when the anticipated aggregate expense of any single event is \$300.00 or more.

**Section 10. No Penalty for Release or Resignation.** There shall not be a penalty for the release or resignation of the Principal from this Contract; provided no resignation shall become effective until the expiration of the Contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

**Section 11. Compensation Upon Termination.** Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the monthly salary specified as the number of months or fraction thereof to the date of such termination bears to the monthly salary period in which termination occurs. The Principal shall refund any portion of the salary he was paid but had not earned prior to the date of termination of this Contract.

**Section 12. Evaluation.** The Superintendent shall evaluate the Principal as required by state statute and Board policy. The Principal agrees that the full instructional/observational evaluation period, as required by section 79-828, shall mean any observation of the Principal's duties for at least 40 minutes, whether consecutive or as aggregated throughout the period applicable to the evaluation. The Principal agrees that time spent working in conjunction with the Superintendent on school-related matters may be counted toward observation for a full instructional period.

**Section 13. Legal Actions.** The Board will support the Principal if there is a legal dispute caused by him carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Principal as a result of his performance of his duties or his position as Principal of the District, the Board will

provide him with a legal defense to the extent permitted by law so long as he acted in good faith and in a manner which he reasonably believes to be in or not opposed to the best interests of the District and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

**Section 14. Physical or Mental Examination.** The Principal agrees that, at the request of the Board or Superintendent, he will have a comprehensive physical and/or mental examination performed by one or more licensed physicians or psychologists of the Board's choosing during the term of this Contract. In deference to the confidentiality requirements in state and federal law, the physician's report to the Board and/or Superintendent must address whether the Principal is able to perform the "essential functions" of his position.

**Section 15. Governing Laws.** The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contact.

**Section 16. Amendments to be in Writing.** This Contract may be modified or amended only by a writing duly authorized and executed by the Principal and the Board.

**Section 17. Severability.** If any portion of this Contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below.

Executed by the Board this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Secretary, Board of Education

Executed by the Principal this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Principal