

Board of Education Regular Meeting  
Monday, June 9, 2025 6:00 PM  
Boardroom at 1700 14th Avenue  
1700 14th Ave  
Nebraska City, NE 68410

1. Call to Order
  - 1.1. Roll Call
  - 1.2. Pledge of Allegiance
  - 1.3. Requests from Board Members to be Absent from this meeting
  - 1.4. Welcome to Visitors and Public
  - 1.5. Approval of Agenda
  - 1.6. Public Comment Time
  - 1.7. Approval of Minutes
  - 1.8. Claims and Accounts
  - 1.9. Financial Report
2. Reports
  - 2.1. Committee Reports
    - 2.1.1. Education, Americanism and Civics
    - 2.1.2. Buildings and Grounds
    - 2.1.3. Finance
    - 2.1.4. Policy
  - 2.2. Superintendent's Report
3. Business
  - 3.1. Non-Action Items
    - 3.1.1. Policy Cycle Review
    - 3.1.2. Required Policy Review per Legal Counsel  
6025-Student Cell Phone and Other Electronic Devices
  - 3.2. Action Items
    - 3.2.1. Policy
      - 3.2.1.1. Required Policy Revisions per Legal Counsel
      - 3.2.1.2. Required Policy Revocation per Legal Counsel
      - 3.2.1.3. Policy Revisions-First Reading
    - 3.2.2. Designate Federal Funds
    - 3.2.3. Personnel
      - 3.2.3.1. Endorsements of High Demand, Student Teacher Stipend
      - 3.2.3.2. Resignations
      - 3.2.3.3. Hirings
4. Adjournment

## **PUBLIC PARTICIPATION**

INSTRUCTIONS FOR MEMBERS OF THE PUBLIC WHO WISH TO SPEAK:  
This is the portion of the meeting when members of the public may speak to the board about matters of public concern.

- **Getting Started:** When you have been recognized, please stand and state your name.
- **Time Limit:** The board will generally allow a total of 30 minutes for the presentation of all public comments. Individuals may speak only one time, and must limit comments to around 5 minutes. If there are more than 6 individuals who wish to address the board, the 30 minutes will be divided equally between the number of speakers. These time limits may be changed by a majority vote of the board members in attendance to extend the time for a specific item or speaker.
- **Personnel or Student Topic:** If you are planning to speak about a personnel or a student matter involving an individual, please understand that the district has a complaint policy and/or procedures to resolve such complaints and concerns. The Board requests that you follow the policy and procedures before addressing these matters with the Board. Board members will generally not respond to any questions you ask or comments about individual staff members or students.
- **General Rules:** This is a public meeting for the conduct of business. Comments from the audience while others are speaking will not be tolerated. Lewd, obscene, profane, slanderous, threatening and hostile conduct or statements and fighting words (words whose mere utterance entails a call to violence) will not be tolerated.
- **No Action by the Board:** The board will not act on any matter unless it is on the published agenda.

**Public Participation at Board Meetings Form**  
**Nebraska City Public Schools Board of Education**

**PUBLIC COMMENTS**

The purpose of “Public Participation” is for the Board of Education to hear comments from the public. Since comments are not on the published agenda the Board will not discuss and/or answer questions during “Public Comments.”

The board will generally allow a total of 30 minutes for the presentation of all public comments. Individuals may only speak one time per topic and must limit comments to around five (5) minutes. In the event more than six individuals wish to address the board, the 30 minutes will be divided equally between the number of speakers. At the discretion of the Board President or Chair, speakers may be allotted additional time.

**PLEASE PRINT**

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Subject of Public Comment: \_\_\_\_\_

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

**UNAPPROVED MINUTES**  
**Board of Education Regular Meeting**  
**Monday, May 12, 2025**  
**Boardroom at Central Office, 1700 14th Avenue, Nebraska City, NE 68410**

The Nebraska City News Press and B103 were notified.

Notice was published in the Nebraska City News Press on Friday, May 2, 2025 and on the Nebraska City Public Schools website on Tuesday, April 15, 2025 stating the time and place of the meeting and stating that the known subjects on the agenda were on file and available for public inspection at the District Central Office, 1700 14th Avenue, Nebraska City, Nebraska. Copies of the postings from Friday, May 2, 2025 and Tuesday, April 15, 2025 are attached to these minutes.

This meeting is subject to the Open Meetings Law and Availability of the Agenda pursuant to Nebr. Rev. Stat. Chapter 84, Article 1412(8). A current copy of the Open Meeting Act is posted in the meeting room and the agenda is available.

**1. Call to Order**

Board President, Lisa Chaney, called the meeting to order at 6:00 PM.

**1.1. Roll Call**

Kent Blum: Present  
Lisa Chaney: Present  
Pattie Lant: Absent  
John Hodges: Present  
Stacie Higgins: Present  
Jim Nemeec: Present  
Sally Schreiner: Present  
Brent Shanholtz: Present  
Rob Elson: Absent  
Present: 7, Absent: 2

**1.2. Pledge of Allegiance**

**1.3. Requests from Board Members to be Absent from this meeting**

**Order #17335-Motion Passed:** Motion to approve the requests to be absent from this meeting on May 12, 2025 from Patricia Lant and Rob Elson passed with a motion by Jim Nemeec and a second by Kent Blum. No discussion.

Kent Blum: Yea  
Lisa Chaney: Yea  
Pattie Lant: Absent  
John Hodges: Yea  
Stacie Higgins: Yea  
Jim Nemeec: Yea  
Sally Schreiner: Yea  
Brent Shanholtz: Yea  
Rob Elson: Absent  
Yea: 7, Nay: 0, Absent: 2

**1.4. Welcome to Visitors and Public**

President Chaney welcomed visitors and the public to the meeting.

**1.5. Approval of Agenda**

**Order #17336-Motion Passed:** Motion to approve the agenda for May 12, 2025 passed with a motion by Kent Blum and a second by Sally Schreiner. No discussion.

Kent Blum: Yea  
Lisa Chaney: Yea  
Pattie Lant: Absent  
John Hodges: Yea  
Stacie Higgins: Yea  
Jim Nemeec: Yea  
Sally Schreiner: Yea  
Brent Shanholtz: Yea

Rob Elson: Absent  
Yea: 7, Nay: 0, Absent: 2

### 1.6. Public Comment Time

No one addressed the board during Public Comment Time.

### 1.7. Approval of Minutes

**Order #17337-Motion Passed:** Motion to approve the minutes from the Work Session and Regular Meeting on April 14, 2025 passed with a motion by John Hodges and a second by Sally Schreiner. No discussion.

Kent Blum: Yea  
Lisa Chaney: Yea  
Pattie Lant: Absent  
John Hodges: Yea  
Stacie Higgins: Yea  
Jim Nemecek: Yea  
Sally Schreiner: Yea  
Brent Shanholtz: Yea  
Rob Elson: Absent  
Yea: 7, Nay: 0, Absent: 2

### 1.8. Claims and Accounts

**Order #17338-Motion Passed:** Motion to approve the claims and accounts as presented passed with a motion by Kent Blum and a second by Stacie Higgins. Mr. Blum reviewed the bills this month and found everything to be in order. He clarified information regarding notable items in the bill listing.

**General Fund:** \$227,448.63; **Pavroll Fund:** \$1,284,017.11; **Pavroll Benefits Fund:** \$231,591.04; **School Nutrition Fund:** \$79,881.39; **OCPUF:** \$9698.25

Kent Blum: Yea  
Lisa Chaney: Yea  
Pattie Lant: Absent  
John Hodges: Yea  
Stacie Higgins: Yea  
Jim Nemecek: Yea  
Sally Schreiner: Yea  
Brent Shanholtz: Yea  
Rob Elson: Absent  
Yea: 7, Nay: 0, Absent: 2

### 1.9. Financial Report

**Order #17339-Motion Passed:** Motion to approve the financial report as presented passed with the current balance in the treasury being \$4,203,805.94 with a motion by Kent Blum and a second by Stacie Higgins. Brent Shanholtz gave the financial report that included a review of the revenue and expenditures and fund balances. Grant reimbursements are up to date except for AWARE. The timing of tax receipts is different so the district is ahead of where we were last year at this time, but that will level out as we approach the end of the fiscal year budget.

Kent Blum: Yea  
Lisa Chaney: Yea  
Pattie Lant: Absent  
John Hodges: Yea  
Stacie Higgins: Yea  
Jim Nemecek: Yea  
Sally Schreiner: Yea  
Brent Shanholtz: Yea  
Rob Elson: Absent  
Yea: 7, Nay: 0, Absent: 2

## 2. Reports

### 2.1. Principal's Reports- "What's Happening with the Pioneers!"

The Board commended Principal Hoover and NCHS on a successful 2025 graduation ceremony. All board members were present at

graduation.

## **2.2 Committee Reports**

### **2.2.1. Education, Americanism and Civics**

Stacie Higgins gave the report of the committee highlighting the items that are on this agenda. Mr. Fritch presented the book Rethinking Chronic Absenteeism that Administration at Central Office is reading together. The Board and Leadership Team will be invited to participate.

### **2.2.2. Buildings and Grounds**

John Hodges gave the report of the committee highlighting the progress of the Hayward Door Project, High School Weight Room Project, High School Old Gym Project and the purchase of a new maintenance trailer.

### **2.2.3. Finance**

Kent Blum gave the report of the committee highlighting information from Paul Greiger with DA Davidson and regarding future of bond payments and QCPUF.

### **2.2.4. Policy**

Stacie Higgins gave the report of the committee highlighting the revision and review of policies. The cell phone policy is pending the outcome of legislation.

## **2.3. Superintendent's Report**

Superintendent Fritch shared information regarding updates on the HS Weight Room and HS Old Gym projects. He also reminded the board about the following important dates: NDE Forum-May 13, Last Day/Luncheon/Years of Service-May 15, State of the Schools 2025-May 19 at the MS Library.

## **3.0 Business**

### **3.1. Non-Action Items**

#### **3.1.1. Policy Cycle Reviews**

Administration and the Policy Committee recommended the review of these policies from the three-year review cycle.

5002-Admission of Students

5002.1-Admission of Students Who Reside Out of the State of Nebraska

5008-Pregnant or Parenting Students

5015-Protection of Pupil Rights

5017-Routine Directory Information

6027-Field Trips

6031-Emergency Exclusion

#### **3.1.2. K-5 ELA/Reading Curricular Resource Adoption**

Mr. Fritch and Kate Sherwin shared that K-5 ELA is adopting Benchmark Advance using Heggerty and UFLI as supplemental resources.

#### **3.1.2. 6-12 Science Curricular Resource Adoption**

Mr. Fritch and Kate Sherwin shared that 9-12 Science is adopting SAVVAS Experience Science & McGraw Hill Anatomy & Physiology.

#### **3.1.2. Hayward Classroom Door Project**

Mr. Fritch shared an update that included necessary change orders to move forward with the project after inspection by the Fire Marshall. Change orders exceed the total amount of the Safety and Security Grant and the balance will be paid from the Building Fund.

### **3.2. Action Items**

#### **3.2.1. Policy 3030-AED Program Revision**

**Order #17340-Motion Passed:** Motion to approve the revision to Policy 3030-AED Program on third and final reading passed with a motion by Stacie Higgins and a second by Sally Schreiner. No Discussion.

Kent Blum: Yea

Lisa Chaney: Yea

Pattie Lant: Absent

John Hodges: Yea

Stacie Higgins: Yea

Jim Nemeec: Yea

Sally Schreiner: Yea  
Brent Shanholtz: Yea  
Rob Elson: Absent  
Yea: 7, Nay: 0, Absent: 2

### 3.2.2. QCPUF

**Order #17341-Motion Passed:** Motion to approve the resolution calling Limited Tax Obligation Qualified School Construction Bonds Series 2010A for redemption prior to maturity passed with a motion by Kent Blum and a second by Jim Nemeec. The Board expressed interest in more information regarding district bonds, the interest and payment schedules as well as an opportunity to discuss and ask questions.

Kent Blum: Yea  
Lisa Chaney: Yea  
Pattie Lant: Absent  
John Hodges: Yea  
Stacie Higgins: Yea  
Jim Nemeec: Yea  
Sally Schreiner: Yea  
Brent Shanholtz: Yea  
Rob Elson: Absent  
Yea: 7, Nay: 0, Absent: 2

### 3.2.3. Dual Credit Math Proposal

**Order #17342-Motion Passed:** Motion to approve the district funding dual credit mathematics courses in College Algebra, Analytic Geometry and Calculus I, Applied Statistics, and Pre-Calculus for the 2025-2026 school year or until the district assigns a certified employed teacher for the courses identified passed with a motion by Stacie Higgins and a second by Jim Nemeec. Mr. Fritch, Principal Hoover and Kate Sherwin shared information regarding the possible solutions that have been and are being considered as the district continues to search for a Math teacher.

Kent Blum: Yea  
Lisa Chaney: Yea  
Pattie Lant: Absent  
John Hodges: Yea  
Stacie Higgins: Yea  
Jim Nemeec: Yea  
Sally Schreiner: Yea  
Brent Shanholtz: Yea  
Rob Elson: Absent  
Yea: 7, Nay: 0, Absent: 2

### 3.2.4. District Accreditation Model

**Order #17343-Motion Passed:** Motion to approve the Nebraska Continuous Improvement accreditation model for the entire K-12 district, effective immediately passed with a motion by Sally Schreiner and a second by Stacie Higgins. Kate Sherwin shared the pros and cons of the both models and why the District Leadership Team made this recommendation.

Kent Blum: Yea  
Lisa Chaney: Yea  
Pattie Lant: Absent  
John Hodges: Yea  
Stacie Higgins: Yea  
Jim Nemeec: Yea  
Sally Schreiner: Yea  
Brent Shanholtz: Yea  
Rob Elson: Absent  
Yea: 7, Nay: 0, Absent: 2

### 3.2.5. Maintenance Dump Trailer

**Order #17344-Motion Passed:** Motion to accept the offer as presented from Nick Esser to purchase the district dump trailer passed with a motion by Jim Nemeec and a second by John Hodges. No discussion.

Kent Blum: Yea  
Lisa Chaney: Yea

Pattie Lant: Absent  
John Hodges: Yea  
Stacie Higgins: Yea  
Jim Nemeec: Yea  
Sally Schreiner: Yea  
Brent Shanholtz: Yea  
Rob Elson: Absent  
Yea: 7, Nay: 0, Absent: 2

### 3.2.6. Personnel

#### 3.2.6.1. Resignations

**Order #17345-Motion Passed:** Motion to accept the letter of resignation from Letti Connelly, Preschool Teacher, effective at the end of the 24-25 school year passed with a motion by Jim Nemeec and a second by Stacie Higgins. No discussion.

Kent Blum: Yea  
Lisa Chaney: Yea  
Pattie Lant: Absent  
John Hodges: Yea  
Stacie Higgins: Yea  
Jim Nemeec: Yea  
Sally Schreiner: Yea  
Brent Shanholtz: Yea  
Rob Elson: Absent  
Yea: 7, Nay: 0, Absent: 2

#### 3.2.6.2. Hirings

**Order #17346-Motion Passed:** Motion to approve the hiring of Nicole Gripenstroh, Kindergarten Teacher; Tara Packer, IMPACT Teacher and Topanga Rosentreader, Second Grade Teacher for the 2025-2026 school year passed with a motion by Kent Blum and a second by Sally Schreiner.

Kent Blum: Yea  
Lisa Chaney: Yea  
Pattie Lant: Absent  
John Hodges: Yea  
Stacie Higgins: Yea  
Jim Nemeec: Yea  
Sally Schreiner: Yea  
Brent Shanholtz: Yea  
Rob Elson: Absent  
Yea: 7, Nay: 0, Absent: 2

### 4.0. Adjournment

**Order #17347-Motion Passed:** Motion to adjourn at 7:02 PM passed with a motion by Kent Blum and a second by Jim Nemeec. No discussion.

Kent Blum: Yea  
Lisa Chaney: Yea  
Pattie Lant: Absent  
John Hodges: Yea  
Stacie Higgins: Yea  
Jim Nemeec: Yea  
Sally Schreiner: Yea  
Brent Shanholtz: Yea  
Rob Elson: Absent  
Yea: 7, Nay: 0, Absent: 2

Mark Fritch, Secretary

**UNAPPROVED MINUTES**  
**Board of Education Work Session**  
**State of the Schools Presentation**  
**Monday, May 19, 2025 at 6:00 PM**  
**Library at Nebraska City Middle Schools**  
**909 1<sup>st</sup> Corso**  
**Nebraska City, NE 68410**

The News Press and B103 were notified.

Notice was published in the Nebraska City News Press on Friday, May 9, 2025 and on the Nebraska City Public Schools website on Thursday, April 24, 2025 stating the time and place of the meeting and stating that the known subjects on the agenda were on file and available for public inspection at the District Central Office, 1700 14th Avenue, Nebraska City, Nebraska. Copies of the postings from Friday, May 9, 2025 and Thursday, April 24, 2025 are attached to these minutes.

This meeting is subject to the Open Meetings Law and Availability of the Agenda pursuant to Nebr. Rev. Stat. Chapter 84, Article 1412(8). A current copy of the Open Meeting Act is posted in the meeting room and the agenda is available.

**1. Call to Order**

Board President Lisa Chaney called the meeting to order at 6:00 PM.

**2. Roll Call**

Kent Blum: Present  
Lisa Chaney: Present  
Sally Schreiner: Present  
Pattie Lant: Present  
Stacie Higgins: Absent  
Jim Nemecek: Present  
John Hodges: Present  
Rob Elson: Present  
Brent Shanholtz: Present  
Present: 8, Absent: 1

**3. Welcome Visitors and the Public**

**4. Public Comment Time**

No one addressed the board during Public Comment Time.

**5. State of the Schools Presentation**

Superintendent Fritch and the NCPS Leadership Team presented to the Board and community regarding highlights of the past, present and future efforts of the district to invest in the education of its students including challenges, successes and future goals.

**6. Discussion**

Superintendent Fritch and the NCPS Leadership Team led discussion and answered questions from those in attendance.

**7. Adjournment**

**Order #17348-Motion Passed:** Motion to adjourn at PM passed with a motion by and seconded by. No discussion.

Kent Blum: Yea  
Lisa Chaney: Yea  
Sally Schreiner: Yea  
Patty Lant: Yea  
Stacie Higgins: Absent  
Brent Shanholtz: Yea  
Jim Nemecek: Yea  
John Hodges: Yea  
Rob Elson: Yea

Yea: 8, Nay: 0, Absent: 1

Submitted by Mark Fritch, Secretary





## NOTICE OF REGULAR MEETING-MAY 12, 2025

Carla Zaroban

April 15, 2025

NOTICE IS HEREBY GIVEN that the **Regular Meeting** of the Board of Education of Otoe County School District 111, in the State of Nebraska, will be held at **6:00 o'clock P.M., May 12, 2025** at **Central Office, 1700 14th Avenue**, Nebraska City, Nebraska, in the Boardroom, which meeting will be open to the public. An agenda for such meetings, kept continuously current, is available for public inspection at the office of the Superintendent. Agenda is not final until 24 hours prior to the meeting.

Mark Fritch



## NOTICE OF WORK SESSION-MAY 19, 2025

Carla Zaroban

April 24, 2025

NOTICE IS HEREBY GIVEN that a **Work Session** of the Board of Education of Otoe County School District 111, in the State of Nebraska, will be held at **6:00 o'clock P.M., May 19, 2025** at **Nebraska City Middle School, 909 First Corso**, Nebraska City, Nebraska, in the Library, which meeting will be open to the public. An agenda for such meetings, kept continuously current, is available for public inspection at the office of the Superintendent. Agenda is not final until 24 hours prior to the meeting.

Mark Fritch  
Superintendent of Schools

## AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

I, Rachel Cozart, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Nebraska City News Press, a publication that is a "legal newspaper" as that phrase is defined for the city of Nebraska City, for the County of Otoe, in the state of Nebraska, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates.

**Publication Dates:**

- May 2, 2025

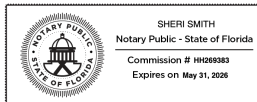
**Notice ID:** CdYRa5ZzaAfO0PCD9ere

**Notice Name:** May Meeting Notice 2025

**Publication Fee:** \$12.36

*Rachel Cozart*

\_\_\_\_\_  
Agent



**VERIFICATION**

State of Florida  
County of Broward

Signed or attested before me on this: 05/05/2025

*S. Smith*

\_\_\_\_\_  
Notary Public

Notarized remotely online using communication technology via Proof.

**NOTICE OF MEETING  
OTOE COUNTY SCHOOL DISTRICT 111**

**IN THE STATE OF NEBRASKA**  
NOTICE IS HEREBY GIVEN that the **Regular Meeting** of the Board of Education of Otoe County School District 111, in the State of Nebraska, will be held at **6:00 o'clock P.M., May 12, 2025** at **Central Office, 1700 14th Avenue**, Nebraska City, Nebraska, in the Boardroom, which meeting will be open to the public. An agenda for such meetings, kept continuously current, is available for public inspection at the office of the Superintendent. Agenda is not final until 24 hours prior to the meeting.  
Mark Fritch  
Superintendent of Schools  
Published in the Nebraska City News Press on May 2, 2025.

3382040 ZNEZ

## AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

I, Ankit Sachdeva, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Nebraska City News Press, a publication that is a "legal newspaper" as that phrase is defined for the city of Nebraska City, for the County of Otoe, in the state of Nebraska, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates.

**Publication Dates:**

- May 9, 2025

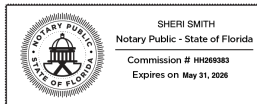
**Notice ID:** oBPYXyeZSaB9rcnkNphH

**Notice Name:** May Work Session Notice 2025

**Publication Fee:** \$12.90

*Ankit Sachdeva*

\_\_\_\_\_  
Agent



**VERIFICATION**

State of Florida  
County of Broward

Signed or attested before me on this: 05/09/2025

*S. Smith*

\_\_\_\_\_  
Notary Public

Notarized remotely online using communication technology via Proof.

**NOTICE OF MEETING  
OTOE COUNTY SCHOOL DISTRICT 111**

**IN THE STATE OF NEBRASKA**  
NOTICE IS HEREBY GIVEN that a **Work Session** of the Board of Education of Otoe County School District 111, in the State of Nebraska, will be held at **6:00 o'clock P.M., May 19, 2025** at **Nebraska City Middle School, 909 First Corso**, Nebraska City, Nebraska, in the Library, which meeting will be open to the public. An agenda for such meetings, kept continuously current, is available for public inspection at the office of the Superintendent. Agenda is not final until 24 hours prior to the meeting.  
Mark Fritch  
Superintendent of Schools  
Published in the Nebraska City News Press on May 9, 2025.  
3419850 ZNEZ

Nebraska City Public Schools

Board Report - Bill Listing

May-25

Vendor Name	Description	Check Total
Checking Account ID		08 Building Fund
SECURITY EQUIPMENT INC.	HW DOOR REPAIRS	2,681.43
Fund Number	08	<u>2,681.43</u>
Checking Account ID		<u>2,681.43</u>
Checking Account ID		09 QCPUF Fund
COMPUTERSHARE	BOND INTEREST PAYMENT	69.51
Fund Number	09	<u>69.51</u>
Checking Account ID		<u>69.51</u>
Checking Account ID		01 General Fund
AMAZON CAPITAL SERVICES	MISC CHARGES	2,938.09
AMERICAN NATIONAL BANK	LOAN PAYMENT	2,995.50
AMERICAN RECYCLING AND SANITATION	TRASH SERVICE	2,569.13
APACE	CONTRACTED SERVICES	1,685.81
CAPITAL BUSINESS SYSTEMS	FAX AND COPIES	199.33
CAPITAL BUSINESS SYSTEMS	COPIER LEASE	3,625.28
CAPITAL ONE	MISC CHARGES	514.85
CARD SERVICES	MISC CHARGES	911.20
CDW GOVERNMENT, INC.	PROJECTOR BULBS	1,386.47
COLUMN SOFTWARE PBC	PUBLIC NOTICE	197.84
DAS STATE ACCOUNTING - CENTRAL ESU #4	DISTANCE LEARNING CONTRACTED SERVICES	292.87 8,664.60
FAREWAY STORES	BOARD SUPPLIES	38.97
FBG SERVICE CORPORATION	CONTRACTED SERVICES	29,751.00
FIRST CLASS FLOWERS	YEARS OF SERVICE	30.00
FIRST STUDENT INC	CONTRACTED SERVICES	85,355.25
FOLLETT SCHOOL SOLUTIONS LLC	NS BOOKS	1,496.92
GOPHER SPORT	MS PE SUPPLIES	750.00
GROWING WORDS THERAPY LLC	CONTRACTED SERVICES	1,082.70
JAIME FRITCH	MILEAGE	98.49
JENNA HENRICHS	MILEAGE	15.28
JEO CONSULTING GROUP	HW DOOR PROJECT	2,097.50
JESSICA ROCKENBACH	HW CLUBS	11.00
JM EDUCATIONAL GROUP	LCC PROF. DEVELOPMENT	1,012.50
JW PEPPER & SON, INC	MUSIC SUPPLIES	214.97

LANDIS ENGINE	PUSH MOWER	529.00
LANT HARDWARE, INC	MAINT SUPPLIES	1,871.90
MADSEN ELECTRIC	AUDITORIUM	415.63
MATHESON TRI-GAS INC.	RENTAL AND SUPPLIES	565.16
MEAD LUMBER	SHOP SUPPLIES	123.80
MENARDS SOUTH	HW SINK FAUCETS	169.74
MULLENAX AUTO SUPPLY	REPAIRS	51.42
NASB	BOARD REGISTRATION	250.00
NEBRASKA CITY UTILITIES	APRIL 2025 UTILITIES	44,233.23
NEBRASKA SCIENTIFIC	HS SCIENCE SUPPLIES	451.73
NEELS TRAILER OUTLET	2025 MOWER TRAILER	5,905.00
OMAHA DOOR & WINDOW CO	HS DOOR REPAIRS	1,600.00
PAM HILLMAN	MILEAGE	11.39
PAPER TIGER SHREDDING, INC.	PURGE SERVICE	372.40
PASCO SCIENTIFIC	HS COOP SUPPLIES	11.00
PAYROLL ACCOUNT-NC PUBLIC SCH	MAY 2025 PAYROLL	1,312,919.26
POSTMASTER	2025 CALLER SERVICE FEE	2,028.00
SECURITY EQUIPMENT INC.	KEY FOBS	367.50
SLP TOOLKIT LLC	ANNUAL LICENSE	225.00
SOLIANT HEALTH, LLC	CONTRACTED SERVICES	12,544.00
STAPLES BUSINESS ADVANTAGE	CO SUPPLIES	48.35
TK ELEVATOR CORPORATION	SERVICE CONTRACT	937.04
TRACTOR SUPPLY CREDIT PLAN	WEED KILLER	129.99
VERIZON WIRELESS	CELL PHONES	677.55
VOYAGER FLEET SYSTEMS	FUEL CHARGES	5,352.78
WESTLAKE ACE HARDWARE	MAINT SUPPLIES	311.33
WINDSTREAM	PHONE	1,104.61
ZANER BLOSER, INC.	HANDWRITING BOOKS	6,883.80
ZULTYS INC	PHONE	4,179.58
Fund Number	01	<u>1,552,205.74</u>
Checking Account ID		<u>1,552,205.74</u>
Checking Account ID		<u>01 General Fund</u>
BLUE CROSS BLUE SHIELD	HEALTH AND DENTAL	222,393.89
MADISON NATIONAL LIFE	LIFE INS	2,701.28
TRANSAMERICA LIFE INS COMPANY	SUPPLEMENTAL INS	3,876.37
VSP, INC	VISION INS	2,039.90
Fund Number	01	<u>231,011.44</u>
Checking Account ID		<u>231,011.44</u>

Checking Account ID		02 Depreciation Fund	
FACILITY ADVOCATES	HS OLD GYM HVAC		54,712.50
JOHNSON FITNESS AND WELLNESS	WEIGHTROOM		40,125.99
Fund Number	02		<u>94,838.49</u>
Checking Account ID			<u>94,838.49</u>
Checking Account ID		06 School Nutrition	
APRIL DICKERSON	LUNCH ACCOUNT REFUND		36.20
CHRISTINA ADAMS	LUNCH ACCOUNT REFUND		20.19
HEATHER KLEINWEBER	LUNCH ACCOUNT REFUND		100.47
KATIE WELLS	LUNCH ACCOUNT REFUND		12.60
LEESIA CHRISTIANSEN	LUNCH ACCOUNT REFUND		15.43
LORI MARTIN	LUNCH ACCOUNT REFUND		56.05
LUNCHTIME SOLUTIONS, INC.	APRIL FOOD SERVICE		96,303.70
MICKALA SJULIN	LUNCH ACCOUNT REFUND		15.98
MINDY RUSH CHIPMAN	LUNCH ACCOUNT REFUND		15.72
TERESA POGGEMEYER	LUNCH ACCOUNT REFUND		22.85
Fund Number	06		<u>96,599.19</u>
Checking Account ID			<u>96,599.19</u>
Checking Account ID		07 Bond Fund	
BOK FINANCIAL	BOND INTEREST PAYMENT		149,958.75
Fund Number	07		<u>149,958.75</u>
Checking Account ID			<u>149,958.75</u>

Nebraska City Public Schools  
 May 2025  
 Summary Financial Report

**General Fund**

The General Fund finances all facets of services rendered by the school district including payroll, benefits, equipment, supplies, insurance, building occupancy, contracted services, and other daily functions and operations of the district. The tax levy for this fund is restricted to \$1.05 plus qualified exclusions. The approved General Fund levy for 2024-25 .865308

	<b>2025</b>	<b>2024</b>
Balance Forward	3,985,077.87	
Revenue	4,779,372.04	
Expenses	<u>1,552,298.75</u>	
Balance	7,212,151.16	5,864,192.22

**Building Fund**

The Building Fund is used to acquire or improve sites and/or to erect, alter or improve buildings. The sale of bonds, the sale of property, or tax receipts will be the primary sources of revenue for the Special Building Fund. Regardless of the source of money to be used for building construction and related costs, all income for the purposes of this fund shall be accountable through this fund. The tax levy for this fund falls under the \$1.05 levy limit and is further restricted to \$0.14 with local board approval or \$0.175 following a vote of the people for a term not to exceed ten years. The approved Building Fund levy for 2024-25 .052995

	<b>2025</b>	<b>2024</b>
Balance Forward	261,861.53	
Revenue	255,581.41	
Expenses	<u>2,681.43</u>	
Balance	514,761.51	214,233.47

**QCPUF Fund**

A Qualified Capital Purpose Undertaking Fund (QCPUF) may be established for the removal of environmental hazards, the reduction or elimination of accessibility barriers in school district buildings, modifications for life safety code violations, life safety hazards, and mold abatement and prevention projects for existing facilities only. General Fund expenditures for the purpose of this fund are not allowable. Effective April 19, 2016, the tax levy for this fund is restricted to \$0.03. The tax levy for QCPUF projects in place prior to April 19, 2016, remains at \$0.052. The levy may exceed the \$0.03 levy limit if the valuation has decreased from the last year bonds were issued and the bond principal and interest obligation cannot be met. Tax levies cannot exceed ten years for each project. The approved QCPUF levy for 2024-25 .020631

	<b>2025</b>	<b>2024</b>
Balance Forward	246,118.26	
Revenue	90,525.89	
Expenses	<u>69.51</u>	
Balance	336,574.64	298,797.70

**Depreciation Fund**

The purpose of the Depreciation Fund is to facilitate the eventual purchase of costly items by spreading replacement costs over a period of years in order to avoid a disproportionate tax effort in a single year to make the purchase. To allocate monies from the General Fund, a school district will transfer funds as an expense from the General Fund, and the Depreciation Fund will show the transfer as revenue from the General Fund. The school district must divide this fund into more than one account to allocate a portion of this fund for different valid purposes. The Depreciation Fund is a component of the General Fund.

	<b>2025</b>	<b>2024</b>
Balance Forward	3,065,995.59	
Revenue	520.80	
Expenses	<u>94,838.49</u>	
Balance	2,971,677.90	1,544,051.75

### School Nutrition Fund

The School Nutrition Fund (formerly School Lunch Fund) is required to accommodate the financial activities of all Nutrition Programs operated by the school district. The School Nutrition Fund shall reflect a record of all revenues and expenditures incident to the operation of all Nutrition Programs. If a deficit is incurred in the operation, the deficiency shall be covered by funds transferred from the General Fund.

	<b>2025</b>	<b>2024</b>
Balance Forward	489,380.12	
Revenue	82,168.21	
Expenses	<u>96,789.64</u>	
Balance	474,758.69	542,409.40

### Payroll Account

An internal account created for exclusive use by Nebraska City Public Schools. This account receives funds from the General Fund on a monthly basis to cover monthly payroll, benefits, and associated expenses.

	<b>2025</b>	<b>2024</b>
Balance Forward	47,573.00	
Revenue	1,312,919.26	
Expenses	<u>1,311,632.17</u>	
Balance	48,860.09	42,216.37

### Section 125 Account

An internal account created for exclusive use by Nebraska City Public Schools. This account receives funds from individual employees' monthly salary/wages to cover monthly employee-elected deductions for childcare and healthcare expenses.

	<b>2025</b>	<b>2024</b>
Balance Forward	45,085.37	
Revenue	5,493.11	
Expenses	<u>4,885.51</u>	
Balance	45,692.97	31,536.67

**Meyer Memorial Fund**

An internal account created for exclusive use by Nebraska City Public Schools. This fund, established by donations from the Meyer family, is used to fund scholarships.

	<b>2025</b>	<b>2024</b>
Balance Forward	229,342.47	
Revenue	1.85	
Expenses	<u>0.00</u>	
Balance	229,344.32	229,337.28

**Bond Fund**

The Bond Fund shall be used to record tax receipts, investment interest, and the payment of bond principal, interest, and other related costs (i.e., trustee fees). If the fund balance is not sufficient to meet interest or bond retirement payments from the Bond Fund, the General Fund shall be used for these payments. Revenue from a levy to retire bonds in any school district is retained in a separate fund by the county treasurer, the financial institution serving as a fiscal agent, or the school district. Funds shall be disbursed upon appropriate demand. All records of the transactions in this area shall be maintained in this fund. Proceeds from a bond issue shall be deposited into the Special Building Fund to be expended on the actual building project. The Bond Fund is a taxing fund and is not part of the \$1.05 cap. The tax levy for this fund is restricted for expenditures other than principal and interest on bonds. Proceeds from a bond issue shall be deposited into the Special Building Fund to be expended on the actual building project. The approved Bond Fund levy for 2024-25 .137968

	<b>2025</b>	<b>2024</b>
Balance Forward	1,997,106.77	
Revenue	587,439.79	
Expenses	<u>149,958.75</u>	
Balance	2,434,587.81	2,258,014.52

NEBRASKA CITY PUBLIC SCHOOLS 66-0111							24-25	23-24
GENERAL FUND MONTHLY FINANCIAL REPORT			REC'D MONTH	REC'D THRU:	REC'D THRU		% OF BUDGET TO	% OF BUDGET TO
	RECEIPTS:	BUDGETED	MAY	5/31/2025	5/31/2024	DIFFERENCE	BE RECEIVED	BE RECEIVED
	LOCAL PROPERTY TAXES	9,815,871.00	2,303,715.37	7,112,102.29	8,357,851.09	(1,245,748.80)	27.54%	
	CARLINE TAX	10,000.00	1,494.25	2,518.17	3,518.87	(1,000.70)	74.82%	
	IN LIEU OF TAX, 5% GROSS	5,800.00		5,356.82	5,447.30	(90.48)	7.64%	
	MOTOR VEHICLE TAX	835,000.00	73,764.10	685,428.26	658,370.41	27,057.85	17.91%	
	PENALTIES AND INTEREST ON TAXES	0.00				0.00		
	TUITION FROM OTHER DISTRICTS-SPED	0.00				0.00		
	LOCAL LICENSE FEES, CITY	3,000.00	500.00	1,473.75	980.00	493.75	50.88%	
	RENTAL OF SCHOOL FACILITIES	2,000.00	148.75	1,758.75	770.80	987.95	12.06%	
	OTHER LOCAL REVENUE	1,500.00		748.71	2,222.55	(1,473.84)		
	COUNTY FINES & LICENSE FEES	140,000.00	10,723.89	106,004.89	117,885.77	(11,880.88)	24.28%	
	ESU RECEIPTS					0.00		
	OTHER COUNTY SOURCES	1,200.00		1,177.60	1,736.70	(559.10)		
	STATE AID	4,686,159.00	468,616.00	4,217,544.00	4,148,073.00	69,471.00	10.00%	
	SPECIAL EDUCATION PROGRAM	2,300,000.00		1,625,981.00	1,841,783.00	(215,802.00)	29.31%	
	SPECIAL EDUCATION TRANSP.	20,000.00	37,020.00	37,020.00		37,020.00	-85.10%	
	HOMESTEAD EXEMPTION	295,000.00	56,544.44	169,633.32	165,793.69	3,839.63	42.50%	
	RELIEF TO PROPERTY TAXPAYERS	625,000.00	1,728,668.72	3,457,688.43	644,442.18	2,813,246.25	-453.23%	
	PERSONAL PROPERTY TAX CREDIT					0.00		
	RAILROAD CREDIT					0.00		
	HIGH ABILITY LEARNERS	9,000.00		7,159.00	8,305.00	(1,146.00)	20.46%	
	RULE 4 TEXTBOOK LOAN					0.00		
	PRO-RATE MOTOR VEHICLE	30,000.00	9,935.93	19,485.80	10,010.28	9,475.52	35.05%	
	STATE APPORTIONMENT	270,000.00		537,157.92	270,317.68	266,840.24	-98.95%	
	IN LIEU OF SCHOOL LAND TAX			1,661.71		1,661.71		
2,247.00	STATE EARLY CHILDHOOD	25,000.00	2,247.00	25,270.00	80,539.00	(55,269.00)	-1.08%	
	CTE EXTENSION GRANT	8,551.00			8,551.00	(8,551.00)		
	SAFETY AND SECURITY GRANT					0.00		
27,065.11	PROJECT AWARE	200,000.00		79,077.51	95,797.54	(16,720.03)	60.46%	
31,933.00	TITLE I	350,000.00		408,739.00	264,053.00	144,686.00	-16.78%	
5,432.00	TITLE II PART A	50,000.00		98,856.00	43,618.00	55,238.00	-97.71%	
29,698.00	IDEA BASE	350,611.00	29,916.00	331,229.00	249,353.00	81,876.00	5.53%	
706.00	IDEA PRESCHOOL BASE	8,379.00	706.00	4,942.00	6,350.00	(1,408.00)	41.02%	
974.00	IDEA NON PUBLIC	41,010.00	3,020.00	50,059.00	31,549.00	18,510.00	-22.07%	
	IDEA PRESCHOOL BASE-ARP					0.00		
	IDEA BASE-ARP					0.00		
	IDEA NON PUBLIC -ARP					0.00		
	MEDICAID IN PUBLIC SCHOOLS	35,000.00		73,254.38	22,026.65	51,227.73		
	MAAPS RECEIPTS	40,000.00		13,756.27	25,791.17	(12,034.90)	65.61%	
	HOMELESS GRANT			1,696.00		1,696.00		
	ESSERS II	0.00				0.00		
	ESSERS III			62,605.00	317,119.00	(254,514.00)		
	N-SPDG GRANT					0.00		
16,398.00	TITLE IV, PART B, NCLB 21ST CENTURY	170,000.00		141,808.00	144,522.00	(2,714.00)	16.58%	
	SUMMER CLUB EXTENSION (6989)				3,563.00	(3,563.00)		
	CLUBS EXTENSION (6988)			26,858.00		26,858.00		
	LONG TERM LOAN-LOC	0.00				0.00		
	TAX ANTICIPATION NOTES	0.00				0.00		
	SALE OF BONDS					0.00		
	TRANSFERS FROM FUNDS					0.00		
	OTHER NON-REVENUE RECEIPTS					0.00		
	TOTAL WITHOUT INTERCOMPANY RECEIPT	20,328,081.00	4,727,020.45	19,308,050.58	17,530,340.68	1,777,709.90	5.02%	14.14%
	NON PROGRAM RECEIPTS							
114,453.11	GRAND TOTAL	20,328,081.00	4,727,020.45	19,308,050.58	17,530,340.68			

			DISB. MONTH	DISB. THRU:	DISB. THRU:		% OF BUDGET TO	% OF BUDGET TO
	DISBURSEMENTS:	BUDGETED	MAY	5/31/2025	5/31/2024	DIFFERENCE	BE SPENT	BE SPENT
1100	INSTRUCTION	6,160,340.00	439,760.74	3,948,782.56	3,725,322.80	223,459.76	35.90%	
1150	ELL	407,050.00	33,722.90	306,079.08	261,292.62	44,786.46	24.81%	
1160	POVERTY	2,450,170.00	222,008.59	1,959,220.90	1,613,432.76	345,788.14	20.04%	
1190	PRESCHOOL LOCAL FUNDS	313,850.00	28,848.67	236,707.11	153,627.94	83,079.17	24.58%	
1200	SPECIAL EDUCATION	2,836,250.00	232,044.89	1,992,340.21	1,920,311.31	72,028.90	29.75%	
1300	DRIVER'S ED/SUMMER SCHOOL	20,455.00		1,740.23		1,740.23	91.49%	
2120	GUIDANCE	316,315.00	25,317.66	227,964.21	89,690.10	138,274.11	27.93%	
2130	HEALTH/NURSE	88,675.00	6,909.85	64,000.62	69,293.07	(5,292.45)	27.83%	
2140	PSYCHOLOGY	242,900.00	18,630.94	180,808.96	147,525.15	33,283.81	25.56%	
2150	SPEECH/AUDIOLOGY	307,700.00	35,428.22	286,881.50	245,522.12	41,359.38	6.77%	
2160	OCCUPATIONAL THERAPY	400.00		120.80		120.80	69.80%	
2170	PHYSICAL THERAPY	64,200.00	4,735.79	42,837.71	47,487.06	(4,649.35)	33.27%	
2180	VISION	600.00		3,306.00	1,055.11	2,250.89	-451.00%	
2190	OTHER SUPPORT SERVICES	93,000.00	697.66	22,048.40	22,071.23	(22.83)	76.29%	
2212	CURRICULUM DIRECTOR	141,750.00	11,741.29	106,263.19	24,990.23	81,272.96	25.03%	
2214	STANDARDS DIRECTOR	9,500.00		106.48	1,919.03	(1,812.55)	98.88%	
2220	LIBRARY	193,615.00	14,303.29	116,111.78	148,125.61	(32,013.83)	40.03%	
2290	EARLY RETIREMENT	105,000.00		105,000.00	95,609.20	9,390.80	0.00%	
2310	SCHOOL BOARD	129,000.00	2,627.76	58,591.33	82,455.89	(23,864.56)	54.58%	
2320	SUPERINTENDENT	334,625.00	27,066.25	246,745.38	237,435.88	9,309.50	26.26%	
2410	PRINCIPALS	1,091,200.00	89,447.24	804,606.49	785,242.98	19,363.51	26.26%	
2510	BUSINESS OFFICE	246,050.00	18,306.91	183,183.54	162,882.06	20,301.48	25.55%	
2580	TECHNOLOGY	486,400.00	9,146.63	173,577.83	217,468.77	(43,890.94)	64.31%	
2610	PLANT OPERATION	1,143,500.00	76,925.76	938,610.71	887,373.36	51,237.35	17.92%	
2620	MAINTENANCE	1,102,850.00	50,070.22	621,980.40	650,637.61	(28,657.21)	43.60%	
2700	PUPIL TRANSPORTATION	383,925.00	50,091.54	282,295.17	279,539.68	2,755.49	26.47%	
3535	HIGH ABILITY LEARNERS	4,670.00	300.88	3,118.92	4,693.26	(1,574.34)	33.21%	
3540	STATE EARLY CHILDHOOD	26,175.00	2,247.69	20,229.21	76,671.21	(56,442.00)	22.72%	
3551	CTE EXTENSTION GRANT	8,551.00		8,578.42	1,103.53			
3552	SAFETY AND SECURITY GRANT	200,000.00	2,097.50	14,462.50				
3599	TEXTBOOK LOAN					-		
5000	DEBT SERVICES	40,000.00	2,995.50	26,959.50		26,959.50		
6200	TITLE I	386,415.00	31,933.98	287,588.67	275,280.65	12,308.02	25.58%	
6310	TITLE II PART A	116,650.00	5,433.82	58,198.47	78,021.51	(19,823.04)	50.11%	
6406	IDEA PART B PRESCHOOL	8,562.00	705.36	6,361.92	8,403.31	(2,041.39)	25.70%	
6408	IDEA BASE/ENROLLMENT/POVERTY	363,000.00	29,699.36	277,097.25	283,989.03	(6,891.78)	23.66%	
6412	NON-PUBLIC SPED	41,010.00	974.81	35,170.96	31,764.15	3,406.81	14.24%	
6418	PEAK GRANT	0.00		10,577.75		10,577.75		
6421	IDEA BASE-ARP	0.00				-		
6423	IDEA NON PUBLIC -ARP	0.00				-		
6700	PERKINS	0.00				-		
6968	TITLE IV, PART B, NCLB 21ST CENTURY	192,190.00	19,127.22	163,713.72	180,054.72	(16,341.00)	14.82%	
6988	EXTENDED CLUBS					-		
6989	SUMMER CLUBS					-		
6990	PROJECT AWARE	224,045.00	6,598.24	73,439.84	68,055.54	5,384.30	67.22%	
6994	HOMELESS GRANT				1,696.60			
6996	ESSERS/CARES GRANT	0.00				-		
6997	ESSERS II	0.00				-		
6998	ESSERS III	0.00			377,768.28	(377,768.28)		
	SUBTOTAL	20,280,588.00	1,499,947.16	13,895,407.72	13,257,813.36	617,353.57	22.98%	30.94%
	TRANSFER TO FUND							
	TOTAL DISBURSEMENTS:	20,280,588.00	1,499,947.16	13,895,407.72	13,257,813.36			

	Balance on hand District Treasury 8-31-24	1,862,626.63						
	Receipts through: 8-31-2025	19,308,050.58						
	TOTAL BALANCE & RECEIPTS	21,170,677.21						
	Outstanding warrants 8-31-2024	63,325.30						
	Warrants issued through: 8-31-2025	13,895,407.72						
	TOTAL WARRANTS	13,958,733.02						
	BALANCE	7,211,944.19						
	Balance in District Treasury	7,382,141.10 *						
	Outstanding warrants	169,989.94						
	BALANCE	7,212,151.16						
	VOIDED CHECKS	206.97						
		7,211,944.19						

**Activity Fund Balance Report - Summary - Exclude Encumbrances**

05/2025 - 05/2025

Regular; Beginning Month 05/2025; Processing Month 05/2025; Accounts to Include Accounts with Activity; Fund Balance Account 147 Records Selected; Fund Number 05

**Fund: 05      Activity Fund**

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0001	VARSITY FOOTBALL BALANCE	(8,574.30)	0.00	0.00	0.00	(8,574.30)
05 704 0002	9TH FOOTBALL BALANCE	(2,513.59)	0.00	0.00	0.00	(2,513.59)
05 704 0003	7-8 FOOTBALL BALANCE	(2,274.66)	0.00	0.00	0.00	(2,274.66)
05 704 0004	VARSITY BBB BALANCE	(2,261.86)	0.00	30.00	0.00	(2,231.86)
05 704 0005	9TH BBB BALANCE	(340.00)	0.00	0.00	0.00	(340.00)
05 704 0006	7-8 GBB BALANCE	1,221.00	0.00	218.00	0.00	1,439.00
05 704 0007	7-8 BBB BALANCE	851.25	0.00	60.00	0.00	911.25
05 704 0008	VARSITY B TRACK BALANCE	(315.00)	300.00	0.00	0.00	(615.00)
05 704 0009	NC INVITATIONAL TRACK BALANCE	4,698.31	0.00	0.00	0.00	4,698.31
05 704 0010	TRAVELING GIRLS BB BALANCE	3,220.89	0.00	0.00	0.00	3,220.89
05 704 0011	7-8 TRACK BALANCE	(354.00)	923.80	458.00	0.00	(819.80)
05 704 0012	VARSITY WRESTLING BALANCE	(561.37)	0.00	492.00	0.00	(69.37)
05 704 0013	7-8 WRESTLING BALANCE	825.99	46.83	300.00	0.00	1,079.16
05 704 0014	CROSS COUNTRY BALANCE	(762.18)	0.00	0.00	0.00	(762.18)
05 704 0015	VARSITY GIRLS TRACK BALANCE	(132.70)	180.00	0.00	0.00	(312.70)
05 704 0016	VARSITY GBB BALANCE	(2,912.05)	0.00	0.00	0.00	(2,912.05)
05 704 0017	9TH GBB BALANCE	(325.00)	0.00	0.00	0.00	(325.00)
05 704 0018	VARSITY VOLLEYBALL BALANCE	705.53	0.00	0.00	0.00	705.53
05 704 0019	9TH VOLLEYBALL BALANCE	(125.67)	0.00	0.00	0.00	(125.67)
05 704 0020	7-8 VOLLEYBALL BALANCE	1,620.74	0.00	0.00	0.00	1,620.74
05 704 0021	BOYS TENNIS BALANCE	2,156.32	0.00	0.00	0.00	2,156.32
05 704 0022	GIRLS TENNIS BALANCE	8.48	0.00	168.00	0.00	176.48
05 704 0023	UNIFIED ACTIVITIES	1,281.03	0.00	125.00	0.00	1,406.03
05 704 0024	GOLF BALANCE	(110.00)	708.54	1,000.00	0.00	181.46
05 704 0025	FFA BALANCE	12,674.72	1,299.50	753.00	0.00	12,128.22
05 704 0026	FCCLA BALANCE	10,436.55	1,323.41	712.60	0.00	9,825.74
05 704 0027	PIONNER YOUTH BOYS BASKETBALL BALANCE	126.24	0.00	0.00	0.00	126.24
05 704 0028	NS BOOK FUND BALANCE	(3,440.83)	0.00	0.00	0.00	(3,440.83)
05 704 0029	SINGERS BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0030	MUSICAL BALANCE	9,283.20	0.00	0.00	0.00	9,283.20
05 704 0031	DECA BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0032	MS CONCESSIONS BALANCE	3,020.75	0.00	0.00	0.00	3,020.75
05 704 0033	MS STUDENT FEES	7,056.88	0.00	549.00	0.00	7,605.88
05 704 0034	HS POP MONEY BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0035	MS POP BALANCE	2,545.22	0.00	0.00	0.00	2,545.22
05 704 0036	HS BAND RESALE BALANCE	(531.19)	0.00	200.00	0.00	(331.19)

**Activity Fund Balance Report - Summary - Exclude Encumbrances**

05/2025 - 05/2025

Regular; Beginning Month 05/2025; Processing Month 05/2025; Accounts to Include Accounts with Activity; Fund Balance Account 147 Records Selected; Fund Number 05

**Fund: 05 Activity Fund**

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0037	MS BAND RESALE BALANCE	3,422.30	0.00	80.00	0.00	3,502.30
05 704 0038	MS WRESTLING CLUB BALANCE	3,206.91	0.00	0.00	0.00	3,206.91
05 704 0039	PIONEER FOOTBALL BALANCE	3,770.62	0.00	0.00	0.00	3,770.62
05 704 0040	WEIGHTLIFTING BALANCE	421.95	0.00	0.00	0.00	421.95
05 704 0041	MS TRACK CLUB BALANCE	483.77	0.00	0.00	0.00	483.77
05 704 0042	CHILDRENS CHOIR BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0043	HW BOOK FUND BALANCE	1,535.86	0.00	6.75	0.00	1,542.61
05 704 0044	WRESTLING MATMAIDS BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0045	CHEERLEADERS BALANCE	994.86	6,615.00	1,839.69	0.00	(3,780.45)
05 704 0046	CLASS OF 2027 BALANCE	1,267.24	0.00	0.00	0.00	1,267.24
05 704 0047	MS BAND TRIP BALANCE	468.00	0.00	506.00	0.00	974.00
05 704 0048	SPEECH CONTEST BALANCE	2,344.05	55.00	0.00	0.00	2,289.05
05 704 0049	DRAMA ACTIVITY BALANCE	1,358.81	0.00	0.00	0.00	1,358.81
05 704 0050	MS STUDENT COUNCIL BALANCE	10,868.95	969.68	1,239.21	0.00	11,138.48
05 704 0051	HS STUDENT COUNCIL BALANCE	2,800.68	0.00	0.00	0.00	2,800.68
05 704 0052	JOURNALISM BALANCE	8,055.58	0.00	559.72	0.00	8,615.30
05 704 0053	BIG MAC MATH BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0054	ART CLUB BALANCE	1,545.81	85.00	0.00	0.00	1,460.81
05 704 0055	CONSTRUCTION CLASS BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0056	NATIONAL HONOR SOCIETY BALANCE	(634.05)	0.00	0.00	0.00	(634.05)
05 704 0057	DISTRICT ACTIVITY FUND BALANCE	10,632.54	0.00	20,834.00	0.00	31,466.54
05 704 0058	HS BAND ACTIVITY BALANCE	1,088.18	0.00	550.00	0.00	1,638.18
05 704 0059	6TH GRADE BAND BALANCE	(985.68)	0.00	0.00	0.00	(985.68)
05 704 0060	HS BOOK SALES BALANCE	4,330.27	0.00	0.00	0.00	4,330.27
05 704 0061	HS SCIENCE GRANT BALANCE	2.02	0.00	0.00	0.00	2.02
05 704 0063	MS QUIZ BOWL BALANCE	291.00	0.00	0.00	0.00	291.00
05 704 0064	HS SCIENCE CLUB BALANCE	659.54	195.69	80.00	0.00	543.85
05 704 0065	HS COLOR GUARD BALANCE	(1,462.58)	0.00	0.00	0.00	(1,462.58)
05 704 0066	HS METALS BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0067	MS HOME EC. LAB BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0068	HS CONCESSIONS BALANCE	20,077.96	1,206.82	1,705.85	0.00	20,576.99
05 704 0069	PRECORDERS BALANCE	496.93	0.00	0.00	0.00	496.93
05 704 0070	VARSITY CLUB BALANCE	14,600.19	0.00	0.00	0.00	14,600.19
05 704 0071	WELLNESS BALANCE	11,598.63	0.00	0.00	0.00	11,598.63
05 704 0072	DRIVER EDUCATION BALANCE	12,119.78	0.00	0.00	0.00	12,119.78
05 704 0073	MS SHOP ACTIVITY BALANCE	1,525.31	0.00	0.00	0.00	1,525.31

**Activity Fund Balance Report - Summary - Exclude Encumbrances**

05/2025 - 05/2025

Regular; Beginning Month 05/2025; Processing Month 05/2025; Accounts to Include Accounts with Activity; Fund Balance Account 147 Records Selected; Fund Number 05

**Fund: 05      Activity Fund**

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0075	SPECIAL EQUIPMENT BALANCE	(2,746.00)	0.00	0.00	0.00	(2,746.00)
05 704 0077	HS GOLF FUNDRAISING	621.25	0.00	0.00	0.00	621.25
05 704 0078	HS WRESTLING FUNDRAISER	2,690.25	0.00	0.00	0.00	2,690.25
05 704 0079	HORTICULTURE BALANCE	603.27	0.00	0.00	0.00	603.27
05 704 0082	NC DRUG FEE BALANCE	221.10	0.00	0.00	0.00	221.10
05 704 0083	ATHLETIC TRAINER SUPPLIES BALANCE	0.00	19.07	0.00	0.00	(19.07)
05 704 0084	MS SCIENCE BOWL BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0085	HW PURPLE JAM BALANCE	500.32	0.00	0.00	0.00	500.32
05 704 0086	SUMMER SB LEAGUE BALANCE	(16.75)	0.00	0.00	0.00	(16.75)
05 704 0087	HAYWARD FUNDRAISER BALANCE	3,106.38	5,595.71	4,855.30	0.00	2,365.97
05 704 0088	MS BOOK SALES BALANCE	(2,098.71)	0.00	35.00	0.00	(2,063.71)
05 704 0090	VOLLEYBALL CLUB BALANCE	5,567.84	5,921.08	450.00	0.00	96.76
05 704 0091	GIRLS SOCCER CLUB BALANCE	4,374.46	0.00	100.00	0.00	4,474.46
05 704 0092	CLASS OF 2024 BALANCE	309.28	0.00	0.00	0.00	309.28
05 704 0093	FBLA BALANCE	169.16	0.00	20.00	0.00	189.16
05 704 0094	HS SHOP RESALE BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0095	HS ENGLISH BALANCE	291.86	0.00	0.00	0.00	291.86
05 704 0096	PIONEER PERKS BALANCE	585.13	0.00	0.00	0.00	585.13
05 704 0097	NS FUNDRAISER BALANCE	2,394.69	2,991.07	2,334.20	0.00	1,737.82
05 704 0098	BBB SUMMER LEAGUE BALANCE	3,954.17	0.00	0.00	0.00	3,954.17
05 704 0099	DISTRICT WELLNESS BALANCE	3,824.97	0.00	0.00	0.00	3,824.97
05 704 0100	HW DARE BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0101	PIONEER CROSS COUNTRY BALANCE	831.98	0.00	0.00	0.00	831.98
05 704 0103	DISTRICT II MUSIC CONTEST BALANCE	633.54	0.00	0.00	0.00	633.54
05 704 0104	HS SCIENCE SCHOLARSHIP BALANCE	351.51	100.00	0.00	0.00	251.51
05 704 0105	B&G SOCCER BALANCE	(2,293.31)	1,567.98	1,680.00	0.00	(2,181.29)
05 704 0106	BOYS TENNIS CLUB BALANCE	(219.34)	0.00	0.00	0.00	(219.34)
05 704 0107	GIRLS GOLF BALANCE	(1,927.06)	0.00	0.00	0.00	(1,927.06)
05 704 0108	EXPRESSIONS BALANCE	4,769.74	0.00	854.00	0.00	5,623.74
05 704 0109	FB JERSEYS BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0110	MS VOCAL BALANCE	190.00	0.00	0.00	0.00	190.00
05 704 0111	HS SPED BALANCE	1,589.87	0.00	0.00	0.00	1,589.87
05 704 0112	SUMMER GBB BALANCE	1,958.83	150.00	0.00	0.00	1,808.83
05 704 0115	GIRLS TENNIS CLUB BALANCE	(1,246.21)	0.00	0.00	0.00	(1,246.21)
05 704 0116	STUDENT FEE DONATION BALANCE	707.00	0.00	0.00	0.00	707.00
05 704 0117	BOYS SOCCER CLUB BALANCE	2,931.04	0.00	360.00	0.00	3,291.04

**Activity Fund Balance Report - Summary - Exclude Encumbrances**

05/2025 - 05/2025

Regular; Beginning Month 05/2025; Processing Month 05/2025; Accounts to Include Accounts with Activity; Fund Balance Account 147 Records Selected; Fund Number 05

**Fund: 05      Activity Fund**

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0118	Girls Wrestling Club Balance	3,919.19	0.00	0.00	0.00	3,919.19
05 704 0119	WASHINGTON TRIP BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0121	CLASS OF 2026 BALANCE	488.02	37.12	0.00	0.00	450.90
05 704 0123	SOFTBALL BALANCE	2,156.73	0.00	0.00	0.00	2,156.73
05 704 0124	CD/INTEREST BALANCE	(7,638.27)	0.00	250.47	0.00	(7,387.80)
05 704 0125	BASEBALL BALANCE	(888.27)	1,710.00	1,463.00	0.00	(1,135.27)
05 704 0126	MUSIC TRIP BALANCE	1,247.70	0.00	0.00	0.00	1,247.70
05 704 0127	HAL BALANCE	370.46	0.00	0.00	0.00	370.46
05 704 0128	BASEBALL CLUB BALANCE	13,537.45	4,020.00	40.00	0.00	9,557.45
05 704 0129	CAREER & HUMAN DEVELOPMENT BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0130	HS SOUND SYSTEM BALANCE	846.25	0.00	0.00	0.00	846.25
05 704 0131	SUMMER SCHOOL BALANCE	7,240.32	0.00	1,500.00	0.00	8,740.32
05 704 0132	HS ART FEES BALANCE	5,195.07	0.00	305.00	0.00	5,500.07
05 704 0133	HS SPANISH FEES BALANCE	274.72	0.00	0.00	0.00	274.72
05 704 0134	MS FCS BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0135	MS ART FEES BALANCE	2,494.96	0.00	0.00	0.00	2,494.96
05 704 0136	MS IT FEES BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0137	HS FOOD FEES BALANCE	1,617.55	437.13	380.00	0.00	1,560.42
05 704 0138	COLLEGE TUITION FEES BALANCE	735.17	0.00	0.00	0.00	735.17
05 704 0139	MATH TECHNOLOGY BALANCE	2,249.35	100.00	0.00	0.00	2,149.35
05 704 0140	Education Quest	13,808.74	1,638.00	0.00	0.00	12,170.74
05 704 0141	CO BALANCE	25,191.33	1,098.70	3,188.81	0.00	27,281.44
05 704 0144	PIONEER PETE BALANCE	2,966.52	0.00	107.50	0.00	3,074.02
05 704 0145	HS TRACK CLUB BALANCE	317.28	0.00	0.00	0.00	317.28
05 704 0148	MS PIONEER HONOR SOCIETY BALANCE	1,760.26	74.38	0.00	0.00	1,685.88
05 704 0150	MS VOLLEYBALL CLUB BALANCE	569.53	0.00	0.00	0.00	569.53
05 704 0152	ACTIVITY ADMIN. BALANCE	5,695.31	0.00	0.00	0.00	5,695.31
05 704 0153	ROBOTICS BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0155	MS ROBOTICS BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0157	TECHNOLOGY BALANCE	51,703.06	0.00	984.50	0.00	52,687.56
05 704 0158	MS LIFE SKILLS BALANCE	3,597.28	67.61	0.32	0.00	3,529.99
05 704 0159	CA CONSTRUCTION BALANCE	6,467.34	0.00	0.00	0.00	6,467.34
05 704 0160	CLASS OF 2025 BALANCE	(529.88)	0.00	128.00	0.00	(401.88)
05 704 0161	CA WELDING BALANCE	621.34	0.00	180.00	0.00	801.34
05 704 0162	CA-INFORMATION TECHNOLOGY BALANCE	600.59	0.00	0.00	0.00	600.59
05 704 0163	YOUTH TENNIS CLUB BALANCE	747.30	0.00	0.00	0.00	747.30

**Activity Fund Balance Report - Summary - Exclude Encumbrances**

05/2025 - 05/2025

Regular; Beginning Month 05/2025; Processing Month 05/2025; Accounts to Include Accounts with Activity; Fund Balance Account 147 Records Selected; Fund Number 05

**Fund: 05      Activity Fund**

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0164	JAG BALANCE	431.61	0.00	0.00	0.00	431.61
05 704 0165	ESPORTS BALANCE	854.63	0.00	0.00	0.00	854.63
05 704 0166	TURF AND DIRT BALANCE	0.00	0.00	0.00	0.00	0.00
Fund Total: 05		334,363.03	39,437.12	51,682.92	0.00	346,608.83

		6/2/2025	<b>Board Meeting Mileage Sheet</b>							
DATE										
PURCHASED	YEAR	TRADE NAME	STYLE	NUMBER	BODY TYPE	CAPACITY	VEHICLE ID#	CYLINDERS	LICENSE #	MILEAGE
11/19/2007	2007	FORD	VAN	WHITE	ECONOLINE	10	1FBNE31L27DA62220	8	53028	204184
1/4/2008	2007	CHEVY	VAN	TAN	ES UPLANDER	7	1GNDV23107D159355	6	51495	184487
6/26/2018	2013	FORD	PICKUP	RED	F150	5	1FTFW1EF1DKF26059	8	58436	147659
7/20/2009	2008	CHEVY	VAN	WHITE	UPLANDER LS	7	1GNDV23118D104608	6	55997	171328
7/22/2009	2008	CHEVY	VAN	RED	UPLANDER LS	7	1GNDV23128D130117	6	51678	196677
8/17/2009	2001	CHEVY	VAN	WHITE	EXPRESS	2	1GCHG35R111152386	6	51494	115210
9/23/2009	2009	FORD	VAN	WHITE	ECONOLINE	10	1FBNE31LX9DA54328	6	53021	95768
11/16/2012	2011	DODGE VAN	VAN	SILVER	GRAND CARAVAN	5	2D4RN3DG9BR628362	6	56540	180257
12/17/2021	2016	CHEVY	SPED BUS	YELLOW	MICRO BIRD	13	1GB3G3BG5F1127886	8	60892	83080
4/25/2022	2014	DODGE VAN	VAN	NAVY	GRAND CARAVAN	6	2C4RDGBG4ER353286	6	60384	98768
6/2022	2019	DODGE VAN (SPED)	VAN	WHITE	GRAND CARAVAN	6	2C4RDGBG6HR735999	6	60884	42154
5/2022	2013	CHEVY VAN	VAN	WHITE	EXPRESS	10	1GAWGPFA7D1176079	6	60382	38951
12/2022	2019	DODGE VAN (Activity)	VAN	WHITE	GRAND CARAVAN	6	2C4RDGEG1KR739509	6	60890	91176
11/1/2023	2021	NISSAN VAN	VAN	SILVER	VAN	10	5BZAF0AA8MN850607	6	60902	72066
11/2023	2023	CHEVY	TRUCK	WHITE	2500 HD	3	1GC0YLE70PF209343	8	60898	20439
12/2023	2023	FORD	VAN	WHITE	TRANSIT	10	1FBAX2C89PKB95953	8	62998	8398
7/2024	2023	FORD	SUV	BLACK	EXPEDITION	6		8	68001	8790
7/2024	2019	DODGE VAN	VAN	DARK GRAY	GRAND CARAVAN	6		6	56539	74173



[1] these numbers here match column F in the 2022-2023 Data Enrollment sheet

## **4010 Inclement Weather**

Unless the superintendent directs otherwise, staff shall not be required to report when school is canceled due to inclement weather.

If school is canceled during the day because of inclement weather, classified and certified personnel may be released after students have been excused. Classified and certified personnel who miss work due to inclement weather when school is in session will not be paid for time missed or will be charged an applicable leave day.

Adopted on: December 12, 2016

Revised on: July 10, 2017

Reviewed on: October 10, 2022

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

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

**I. Qualifying for Leave**

**A. Qualified Employees**

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

- B. **Qualified Circumstances Necessitating Leave**
1. The school district will grant an eligible employee up to a total of 12 workweeks of ***unpaid*** leave under the following conditions:
    - a. For birth of a son or daughter, and to care for the newborn child;
    - b. For placement of a son or daughter with the employee for adoption or foster care;
    - c. To care for the employee's spouse, son, daughter, or parent with a serious health condition;
    - d. Because of a serious health condition that makes the employee unable to perform the functions of his or her job;
    - e. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation; or
  2. The school district will grant an eligible employee who is the spouse, son, daughter, parent or next of kin of a Covered Servicemember a total of 26 workweeks of ***unpaid*** leave during a 12-month period to care for the service member as permitted under the FMLA. The leave described in this paragraph shall only be available during a single 12-month period.

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

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

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

**C. Limitations on Leave**

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

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

**D. Qualifying Notice and Certification**

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

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

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

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

**E. Scheduling Leave**

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

**II. Relationship with District During Leave**

**A. Leave to Be Unpaid**

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

**B. Substitution of Paid Leave**

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

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

**C. Group Health Plan Benefits**

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

**D. Intermittent or Reduced-Schedule Leave**

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

exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation, the employee may take leave intermittently or on a reduced-leave schedule.

- d. When leave is taken by an eligible employee to care for a Covered Servicemember, including a Veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness
- e. Intermittent or reduced leave shall not result in a reduction in the employee's total amount of leave beyond the amount of leave actually taken.
- f. When an instructional employee seeks to take intermittent leave in connection with a family or personal illness (e.g. physical therapy or periodic care for a sick relative) or to care for a covered Veteran or Military Member, and when such leave would constitute at least 20 percent of the total number of working days in the period during which the leave would extend, the school district may require the employee to elect to take leave in a block, instead of intermittently, for the entire period or to transfer to an available alternative position within the school system that is equivalent in pay, for which the employee is qualified, and

which better accommodates the intermittent leave.

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

### III. **Return from Leave**

#### A. **Restoration to Position**

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

**B. Denial of Restoration**

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

**C. Failure to Return from Leave**

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

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

**IV. Notice to Employees**

- A. The school district will post in conspicuous places where employees are employed notices explaining the FMLA and providing information concerning the procedures for filing complaints of FMLA violations with the U.S. Wage and Hour Division.
- B. To the extent that any provision in this policy is in any manner inconsistent with the provisions of the Act or the regulations promulgated thereunder, the Act and regulations shall prevail over the provisions of this policy. The school district reserves the right to modify this policy from time to time in its sole discretion.
- C. Employees may direct any questions or concerns regarding FMLA leave to the superintendent.

Adopted on: December 12, 2016  
Revised on: July 10, 2017; July 8, 2024  
Reviewed on: October 10, 2022

**4011.1**  
**Nebraska Family Military Leave Act**

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

**I. Qualifying for Leave**

**A. Qualified Employees**

To be eligible for unpaid leave under the NFMLA, an employee must:

1. Have been working for the school district for at least 12 months prior to the request; and
2. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

**B. Qualified Circumstances for Requesting Leave**

The school district will grant a qualified employee up to a total of 30 days of unpaid leave if:

1. The employee is the spouse or parent of a person called to military service lasting 179 days or longer with the state or United States pursuant to orders of the Governor or the President of the United States and;
2. The leave is scheduled to be taken during the time federal or state deployment orders are in effect.

### C. Qualifying Notice and Certification

Employees seeking to use the NFMLA will be required to provide:

- a. A consultation with the District to schedule leave so as not to unduly disrupt the operations of the school.
- b. Certification from the proper military authority to verify the employee's eligibility for the family military leave requested.
- c. 14-day advance notice of the intended date upon which the leave will begin, if leave will consist of five or more work days.
- d. As much advance notice as possible of the intended date upon which the leave will commence, if leave will consist of less than five work days.

## II. Relationship with District During Leave

### A. Leave to Be Unpaid

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

### B. Benefits

1. Taking leave under the NFMLA shall not result in the loss of any employee benefit accrued before the date on which the leave commenced.
2. Any employee who takes leave under the NFMLA will be permitted to continue their benefits at their own expense.
3. Payment for benefits must be made to the district in advance of the date on which they are due. For example, if health insurance premiums are paid to the carrier by the district on the 1<sup>st</sup> of the month, the employee taking leave under the NFMLA must provide the full cost of the premium to the district

prior to that date. Failure to provide the full costs for all benefits the employee wishes to continue in advance of their due date may result in cancellation of benefits as permitted by law.

### **III. Return from Leave**

#### **A. Restoration to Position**

1. Any employee who exercises the right to leave under the NFMLA shall be restored by the district to the position held by the employee when the leave commenced or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment.
2. This section does not apply if the district proves that the employee was not restored because of conditions unrelated to the employee's exercise of rights under the NFMLA.

#### **B. Failure to Return**

If an employee fails to return after the period of leave to which the employee is entitled has expired, and no additional qualifications for leave exist, the employee will be subject to the district's policies governing unexcused absences up to and including termination of employment.

Adopted on: July 10, 2017

Revised on:

Reviewed on: October 10, 2022

**5022**  
**Investigations, Arrests, and Other Student Contact by Law  
Enforcement and Health and Human Services**

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

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

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

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

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

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

## **School Related Criminal Activity**

This section applies to alleged or suspected criminal activity that occurs on school grounds; in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event.

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

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

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

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

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

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

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

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

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

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

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

### **Child Abuse and Neglect**

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

If the law enforcement officer decides to remove the student from school, school officials shall provide the law enforcement authorities with the address and telephone number of the student's parent or guardian. The principal or other school official shall, as a condition of releasing the student to the law enforcement officer, require the officer to sign a statement certifying that the child is being removed from school premises because he or she is believed to be the victim of child abuse and that the officer understands and will comply with the legal requirements of NEB. REV. STAT. § 79-294.

### **Student Records**

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

Adopted on: December 21, 2016

Revised on: July 10, 2017

Reviewed on: September 12, 2022

**5037**  
**Student Internet and Computer Access**

Students are expected to use computers and the Internet as an educational resource. The following procedures and guidelines govern the use of computers and the Internet at school.

**I. Student Expectations in the Use of the Internet**

**A. Acceptable Use**

1. Students may use the Internet to conduct research assigned by teachers.
2. Students may use the Internet to conduct research for classroom projects.
3. Students may use the Internet to gain access to information about current events.
4. Students may use the Internet to conduct research for school-related activities.
5. Students may use the Internet for appropriate educational purposes.

**B. Unacceptable Use**

1. Students shall not use school computers to gain access to material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for educational uses.
2. Students shall not engage in any illegal or inappropriate activities on school computers, including the downloading and copying of copyrighted material.
3. Students shall not use e-mail, chat rooms, instant messaging, or other forms of direct electronic communications on school computers for any unauthorized or unlawful purpose or in violation of any school policy or directive.
4. Students shall not use school computers to participate in on-line auctions, on-line gaming or mp3/mp4 sharing systems.
5. Students shall not disclose personal information, such as their names, school, addresses, or telephone numbers outside the school network.
6. Students shall not use school computers for commercial advertising or political advocacy of any kind without the express written permission of the system administrator.
7. Students shall not publish web pages that purport to represent the school district or the work of students at the school district without the express

written permission of the system administrator.

8. Students shall not erase, rename or make unusable anyone else's computer files, programs or disks.
9. Students shall not share their passwords with fellow students, school volunteers or any other individuals, and shall not use, or try to discover, another user's password.
10. Students shall not copy, change or transfer any software or documentation provided by the school district, teachers or another student without permission from the system administrator.
11. Students shall not write, produce, generate, copy, propagate or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called, but is not limited to, a bug, virus, worm, or Trojan Horse.
12. Students shall not configure or troubleshoot computers, networks, printers or other associated equipment, except as directed by a teacher or the system administrator.
13. Students shall not take home technology equipment (hardware or software) without permission of the system administrator.
14. Students shall not forge electronic mail messages or web pages.

## II. **Enforcement**

### A. **Methods of Enforcement**

1. The district monitors all Internet communications, Internet usage and patterns of Internet usage. Students have no right of privacy to any Internet communications or other electronic files. The computer system is owned by the school district. As with any school property, any electronic files on the system are subject to search and inspection at any time.
2. The school district uses a technology protection measure that blocks access to some Internet sites that are not in accordance with the policy of the school district. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.
3. Due to the nature of filtering technology, the filter may at times filter pages that are appropriate for student research. The system administrator may override the technology protection measure for the student to access a site with legitimate educational value that is wrongly blocked.
4. The school district staff will monitor students' use of the Internet through

direct supervision and by monitoring Internet use history to ensure enforcement of the policy.

**B. Consequences for Violation of this Policy**

1. Access to the school's computer system and to the Internet is a privilege, not a right. Any violation of school policy and rules may result in:
  - a. Loss of computer privileges;
  - b. Short-term suspension;
  - c. Long-term suspension or expulsion in accordance with the Nebraska Student Discipline Act; and
  - d. Other discipline as school administration and the school board deem appropriate.
2. Students who use school computer systems without permission and for non-school purposes may be guilty of a criminal violation and will be prosecuted.

**III. Children's Online Privacy Protection Act (COPPA)**

- A. The school will not allow companies to collect personal information from children under 13 for commercial purposes. The school will make reasonable efforts to disable advertising in educational computer applications.
- B. This policy allows the school to act as an agent for parents in the collection of information within the school context. The school's use of student information is solely for education purposes.

Adopted on: December 21, 2016  
Revised on: June 11, 2018  
Reviewed on: September 12, 2022

## **5052 School Wellness Policy**

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>

Adopted on: December 21, 2016

Revised on: July 10, 2017; July 10, 2023; June 10, 2024

Reviewed on: September 12, 2022

## **5055 Enrollment in Kindergarten**

A child must reach the age of five on or before July 31<sup>st</sup> of the calendar year to be enrolled in kindergarten. The school district will enroll a child who will reach the age of five between August 1<sup>st</sup> and October 15<sup>th</sup> of the year of enrollment if the parent or guardian requests such enrollment and provides an affidavit stating:

- (a) the child attended kindergarten in another jurisdiction in the current school year; or
- (b) the family anticipates relocating to another jurisdiction that would allow admission within the current year; or
- (c) the child has demonstrated through recognized assessment procedures approved by the board that he or she is capable of performing the work of kindergarten.

The recognized assessment procedure(s) approved by the board [is] the Slosson Kindergarten Readiness Test (KRT) Second Edition. The KRT will be used as a screening test to determine eligibility for further assessment. If the child scores below the 86<sup>th</sup> percentile on the KRT, he/she will not be eligible for early entrance to kindergarten. If he/she scores at or above the 86<sup>th</sup> percentile on the KRT, he or she will then be assessed on measures such as the following:

1. Mental ability defined as scoring 84<sup>th</sup> percentile or above on a standard assessment of cognitive ability such as the Wechsler Pre Primary Scale of Intelligence (IV).
2. A test of emotional/social development such as the Behavior Assessment System for Children, Third Editions (BASC-3) or the Vineland Social Adaptive Behavior Scales.
3. 75<sup>th</sup> percentile or greater on a test of pre academic skills such as the Wechsler Individual Achievement Test, 3<sup>rd</sup> Edition, or the Kaufman Test of Educational Achievement (KTEA-3).
4. A test of fine motor ability, scoring 7<sup>th</sup> percentile or above on a standardized measurement such as the Beery VMI, 6<sup>th</sup> Edition.

The board delegates to the elementary principal responsibility for determining whether the conditions of this policy have been met.

### [OPTIONAL ASSESSMENT PERIOD]

Each year, the district will have a Kindergarten Enrollment and Assessment Period (April 1<sup>st</sup> – May 25<sup>th</sup>). Parents or guardians whose child is a legal resident of the district wishing to enroll pursuant to this policy must complete all requirements for enrollment no later than the end of the

Assessment Period. The date, time, and location of the Assessment Period will be made available annually.

Parents or guardians of students who become legal residents of the district after the Assessment Period, and thus were unable to participate in the Assessment Period, must contact the elementary principal about registering and/or scheduling a time for assessment.

Adopted on: December 21, 2016

Revised on: August 14, 2017

Reviewed on: September 12, 2022

## **6038 Artificial Intelligence**

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 ChaptGPT, Google Bard, and other chatbots.

The board recognizes that among other resources, when properly used, AI Tools may provide valuable source information to students and teachers in relation to the district’s academic curriculum and assignments. 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. 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 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. If a student uses any AI Tools in connection with a school assignment, the student must comply with the following:
  - a. The student must explicitly disclose to the teacher in writing that the student used an AI Tool and the specific AI Tool used.
  - b. In any student work (whether hard copy, electronic, digital, or otherwise), the student shall give proper attribution to the 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.

- c. In no instance may the output from one or more AI Tools be copied and placed within 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.
4. 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. 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: August 14, 2023

Revised on:

Reviewed on: June 10, 2024

## **6025**

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

Subject to building-specific rules, students may use cellular phones or other electronic devices while at school, so long as they do so safely, responsibly and respectfully and comply with all other school rules while using these devices.

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

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

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

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

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

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

Adopted on: December 21, 2016

Revised on:

Reviewed on: August 8, 2022

## **1002 Creation, Amendment, and Distribution of Board of Education Policies**

Each of these policies shall become the official policy of the school district when the board has approved it by majority vote of the members present at any lawfully convened meeting of the board.

It shall generally be the practice of the board to adopt or amend any policy after a single reading at any regular or special board meeting. However, the board may, in its discretion, review policies at multiple meetings prior to taking action.

~~Each policy shall bear the date when it was adopted, revised or reviewed.~~

The superintendent shall maintain an official copy of the board's policies, which may be in paper copy in the central office or on the district's website or electronic board meeting site. For any policies with specific review, hearing, or posting requirements, the superintendent will ensure those obligations are completed. The superintendent will also ensure all board members have access to a copy of the district's policies.

~~distribute copies of these policies to all members of the board, maintain a master copy in the central office, and see to it that the policies are maintained on the school district's website.~~

### **Annual Review**

~~The board shall review all policies at least once every three years. Nebraska statutes require an annual review and/or hearing to solicit public comment on these specific policies:~~

~~Parental Involvement Policy~~

~~Title I Parental Involvement Policy~~

~~(NOTE: These first two are distinct parental involvement policies, and both must be reviewed annually.)~~

~~Student Fees Policy~~

~~Bullying~~

~~Multicultural Education~~

~~Student Assessment~~

~~Teacher Evaluation~~

~~Student Academic Performance~~

~~Safety and Security Committee~~

~~Attendance and Excessive Absenteeism~~

~~The board may update or add policies as needed. The board shall determine the number of copies of policies to be made and their distribution. The superintendent shall maintain an up-to-date master copy of the policies in the main administrative office. Unless otherwise directed by the board, the master copy shall be considered the official district policy manual.~~

Adopted on: November 14, 2016

Revised on:

Reviewed on: November 15, 2021; March 11, 2024

## **2006 Complaint Procedure**

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to complaints unless the complaint is subject to a different grievance procedure required by law, policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems at the lowest level of the chain of command. When those efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures in any specific policy addressing those areas or the procedures set forth below. Allegations of sex discrimination covered by Title IX will be addressed through the board's Title IX policy.

References to "coordinator" in this policy refer to the board-designated coordinator for the applicable area, such as the Section 504 Coordinator for allegations of disability-based discrimination.

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

**Under this policy, factual conclusions will be based on a preponderance of the evidence.**

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

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if the complainant reasonably believes speaking directly to the person would subject complainant or complainant's student to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, Title IX/504 coordinator, superintendent of schools, or president of the board of education, as set forth below. Anyone with questions about the appropriate person to speak with may request clarification from the superintendent.

- a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
  - b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
  - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.
  - d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may also be submitted, at any time during the complaint procedure to the applicable coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov); by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or coordinator, the administrator or coordinator shall first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator or coordinator will promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the respondent.
    - 1) If the complainant has not, the administrator or Title IX/504 coordinator will urge the complainant to discuss the matter directly with the respondent, if appropriate.
    - 2) If the complainant refuses to discuss the matter with the respondent, the administrator or coordinator

shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.

- b) Strongly encourage the complainant to reduce his or her concerns to writing.
  - c) Interview the complainant and, if necessary, the respondent against whom the complaint is filed, to determine:
    - 1) All relevant details of the complaint;
    - 2) All witnesses and documents which the complainant believes support the complaint;
    - 3) The action or solution which the complainant seeks.
  - d) Respond to the complainant. If the complaint involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or coordinator receives the complaint.
4. If either the complainant or the respondent is not satisfied with the decision he or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal. This provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.
- a) The appeal must be in writing.
  - b) This appeal must be received by the superintendent no later than three (3) calendar days from the date of the decision.
  - c) For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate.

- d) The superintendent will prepare a written decision and provide it to the complainant and any other person entitled by law to receive the appeal decision. For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.
5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may involve oversight or discipline of students, staff, or others, unless those involve the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:
- a) When the complaint is about a board policy, not implementation of the policy;
  - b) When the complaint involves the budget or school expenditures that have been or must be approved by the board;
  - or
  - c) When the board is required by law, policy, or contract to hear a complaint or appeal.

If a complaint involves those limited grounds and a party is not satisfied with the superintendent's decision regarding the complaint or appeal, he or she may appeal the decision to the board.

- d) This appeal must be in writing.
- e) This appeal must be received by the board president no later than ten (10) calendar days from the date the

superintendent communicated his/her decision to the complainant.

- f) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.
  - g) The board president will notify the complainant and any other person legally required to receive the decision in writing of its decision. If the complaint involves discrimination or harassment allegations against the Superintendent, the board president shall submit the decision within 180 calendar days after receiving the written appeal.
  - h) There is no appeal from any decision of the board unless authorized by law.
6. Formal complaints about the superintendent shall be filed with the president of the board. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:
- a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.
  - b) Determine whether the complainant has discussed the matter with the superintendent.

- 1) If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.
  - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
- c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting by the full board.
  - c) Respond to the complainant or appeal. If the complaint or appeal involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.
  - d) Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent.

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

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

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

will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

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

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

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

Adopted on: November 14, 2016

Revised on: June 10, 2019; August 10, 2020; July 8, 2024

Reviewed on: January 16, 2023

## **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 \$109,000**

- A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than \$109,000.
- 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 \$109,000 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 \$109,000 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.~~ ~~\$118,000.~~

#### 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: November 14, 2016

Revised on: July 10, 2017; August 13, 2018; September 13, 2021

Reviewed on: April 14, 2025

## **3004.1**

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

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

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

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

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

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

The District maintains the following purchasing procedures.

- **A. Responsibility for Purchasing**

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

authorized by this policy will be the responsibility of the person making the commitment.

○ **B. Methods of Purchasing**

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

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

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

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

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

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

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

• a) Sealed Bids (Formal Advertising)

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

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■ 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 to the maximum extent practical;

- 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 types of 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, compliance with 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.

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- 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 \$5,000, 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 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 original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Superintendent or his/her designee will contact the awarding agency (or pass-through for a state-administered grant) for disposition instructions.

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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 cases, 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.

## o **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: November 14, 2016

Revised on: July 10, 2018; June 10, 2019; December 14, 2020; September 13, 2021, June 13, 2022; July 10, 2023; June 10, 2024; December 9, 2024

Reviewed on: April 14, 2025



## **3023 Record Management and Retention**

The school district will comply with all federal record retention requirements, the Nebraska Records Management Act, and with Schedules 10 and 24 of the Nebraska Secretary of State's Records Management Division. These requirements apply to both physical and digital records. When permitted by Schedule 10 and Schedule 24 of the Nebraska Secretary of State's Office, records will be transferred to durable electronic media for long-term storage.

### **Special Rules Related to Electronic Forms of Communication.**

Electronically stored information such as e-mail, instant messaging, and other electronic communication are important to the district's overall operation. E-mail and other forms of electronic communication which is subject to retention under the Nebraska Records Management Act may be moved to a storage method other than their original format. Each individual who creates or receives electronic communications that belong to or pertain to the operation of the district is responsible for determining whether and in what format those records must be maintained. Duplicate records may be destroyed at any time prior to the approved retention period. Staff members who are uncertain about whether a record should be retained should consult with their supervising administrator.

The district will archive all Google Apps data with metadata intact, except for instant messaging which users determine to be transitory. Only the domain administrator or other designated individual will be able to retrieve electronic communication and other electronically stored information which has been vaulted.

**School-affiliated Social Media Posts.** Communication on school-affiliated social media accounts are considered short-term communications pursuant to the Records Management Act. As such, they will be retained in their original form on the vendor's system and will not be deleted by the user for at least 6 months. Individuals who are uncertain as to whether a specific social media account is "school-affiliated" should refer to the Board's policy on Staff and District Social Media Use contained elsewhere in these policies.

**Special Rules Related to Security Camera Footage.** Video footage from security cameras is generally considered working papers under the Records Management Act, and will be overwritten consistent with the district's audio and video recording policy. Video footage which captures an event of educational or behavioral significance and contains personally-identifiable

information will be maintained by the school district pursuant to its policy on student records.

**Student Records.** The retention of student records is also governed by the board's policy on student records.

**Records Regarding Pending or Threatened Litigation.** When litigation against the district or its employees is filed or threatened, the district will take all reasonable action to preserve all documents and records that pertain to the issue. When the district is made aware of pending or threatened litigation, a litigation hold directive will be issued by the superintendent or his/her designee. The directive will be given to all persons suspected of having records that may pertain to the potential issues in the litigation. The litigation hold directive overrides any records retention schedule that may otherwise call for the disposition or destruction of the records until the litigation hold has been lifted.

**Federal Award Records.** The district will retain federal award records as required by 2 C.F.R. § 200.334. This includes retaining all federal award records for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, the district will retain records for three years from the date of submission of their quarterly or annual financial report, respectively. Records to be retained include but are not limited to, financial records, supporting documentation, and statistical records.

Adopted on: November 14, 2016

Revised on: June 11, 2018

Reviewed on: November 14, 2022

## **3026 Handbooks**

The school district's handbooks for students and staff are intended to convey information and explain school regulations and procedures that are necessary for the school to run smoothly and efficiently. **The district's handbooks are an extension of these policies and have the force and effect of board policy when approved by the board of education.** Although the Board of Education may take action to approve the handbooks annually, the administration has the authority to change the contents of any handbook **without board approval** so long as the changes are consistent with board policy.

**The administration may provide only the amendment to the individuals affected by the change without providing them with the full handbook unless required by law.**

None of the district's handbooks creates a "contract" between the school district, staff members, parents or students.

If any information contained in any handbook conflicts with board policy or state statute, the policy or statute will govern.

Adopted on: November 14, 2016

Revised on: April 13, 2020

Reviewed on: March 13, 2023

## 3036

### **Purchasing (Credit) Card Program**

The board approves the use of a purchasing card (credit card) program for the purchase of goods and services for and on behalf of the school district. The board may determine the type of purchasing card or cards to be used in the program and may contract with a third-party provider as provided by law.

**Authorized Purchases.** Authorized users have standing authority to use the purchasing card to charge actual, necessary, and reasonable travel expenses. Otherwise, the purchasing card may only be used to purchase goods and services approved by the board or the superintendent or designee. The maximum amount that may be charged on each card is \$5,000 and a total district maximum charge of \$25,000.

**Unauthorized Purchases.** In no event shall the purchasing card be used for personal purchases, purchases that are not school related, alcohol purchases, or purchases that are not allowed by law. Such unauthorized use shall result in discipline, up to and including the end of employment. Individuals who make unauthorized purchases shall reimburse the district for the expense within ten days of the purchase or the discovery of the unauthorized purchase, whichever occurs first.

**Authorized Users.** Individuals holding the following titles may be assigned an individual purchasing card: Superintendent, Director of Student Services, Principals, Activities Director (2), Director of Curriculum and Assessment, Technology Coordinator, Superintendent's Assistant and Maintenance Director. The board may take action at any meeting to authorize additional users or to revoke or suspend user privileges. Such action shall be recorded in the minutes. The school may also maintain a purchasing card in the name of the school district. School district employees may purchase school related goods and services with the school district credit card only with authorization from an approved purchase order.

**Documentation.** Employees **making** ~~seeking reimbursement for~~ a purchasing card purchase must submit an itemized receipt **and** a purchasing card receipt to the school district. The itemized receipt must include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. **A non-itemized credit card receipt alone is not sufficient.** Designated school personnel shall maintain the documentation for at least 7 years or as otherwise required by Schedule 10 – Local School Districts or–Schedule 24 – Local Agencies (General Records) maintained by

the Nebraska Records Management Division. Employees must maintain copies of any documentation submitted to the school district.

**Suspension or Termination of Privileges.** The board or the superintendent (or his or her designee) (1) ***shall*** temporarily or permanently suspend the purchasing card privileges of any individual that does not submit an itemized receipt for each purchasing card purchase, and (2) ***may*** temporarily or permanently suspend the purchasing card privileges of any individual for any other reason. The individual's purchasing card account must be immediately closed and he or she must return the purchasing card to the superintendent or board. Purchases that are not accompanied by the required documentation shall be considered unauthorized, and the individual making the purchase must reimburse the district within 10 days of the purchase or the discovery of the non-itemized purchase, whichever occurs first.

**Reward Points or Rebates.** Any reward points, rebates, or other benefits received from the third-party purchasing card company are and shall remain the property of the school district.

**Purchase Review Procedures.** The superintendent, or his or her designee, and Business Manager will conduct independent reviews of credit card expenses, or a sample thereof, on a monthly basis. Any unlawful or unauthorized expenditure or other discrepancy will be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her designee will provide the board at each regular meeting with the documentation submitted pursuant to this policy or a summary of that documentation with a description of each item sufficient to give the board reasonable notice of the items purchased. Any unlawful or unauthorized purchase must be addressed as provided in this policy or as otherwise allowed by law.

Adopted on: November 14, 2016

Revised on: February 14, 2022; July 10, 2023

Reviewed on: May 13, 2024

## 3043 Design-Build Contracts

~~This policy is adopted pursuant to the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. § 13-2901 through § 13-2914).~~

~~The board shall adopt a resolution by a two-thirds affirmative vote selecting the design-build contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract. For a project authorized under subsection (3) of section 13-2914, the resolution shall include a statement that the political subdivision has made a determination that the design-build contract delivery system is in the public interest based, at a minimum, on one of the following criteria: (a) Savings in cost or time or (b) requirement of specialized or complex construction methods suitable for the design-build contract delivery system.~~

**Definitions.** ~~For purposes of this policy:~~

- ~~1. Board means the District's Board of Education.~~
- ~~2. Department means the Nebraska Department of Education.~~
- ~~3. Design-Build Contract (DB Contract) means a contract which is subject to qualification-based selection between the District and a Design Builder to furnish (a) architectural, engineering, and related design services for a project pursuant to the Nebraska Political Subdivisions Construction Alternatives Act (Act) and (b) labor, materials, supplies, equipment, and construction services for a project pursuant to the Act.~~
- ~~4. Design Builder means a legal entity which proposes to enter into a DB Contract which is subject to qualification-based selection pursuant to the Act.~~
- ~~5. District means Nebraska City Public Schools.~~
- ~~6. NEARA means the Nebraska Engineers and Architects Regulation Act.~~
- ~~7. Performance Criteria Developer (PCD) means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the NEARA who is selected by the District pursuant to this policy to assist the District in the development of Project Performance Criteria, Requests For Proposals, evaluation of Proposals, evaluation of construction under~~

a DB Contract to determine adherence to the Project Performance Criteria, and any additional services requested by the District to represent its interests in relation to a project.

8. Project Performance Criteria means the performance requirements of the project suitable to allow the Design Builder to make a Proposal. Performance requirements include the following, if required by the project: capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm weather retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the project.

9. Proposal means an offer in response to a Request For Proposals ("RFP") by a Design Builder to enter into a DB Contract for a project pursuant to the Act.

10. Act means the Nebraska Political Subdivisions Construction Alternatives Act.

11. Request for Proposals (RFP) means the documentation by which the District solicits Proposals.

12. Superintendent means the District's Superintendent of Schools.

**Procedures.** The District shall follow the procedures below in connection with any DB Contract.

**1. Rules and Procedures for Selecting and Hiring a PCD for a Specific Project.**

A. The District shall encourage eligible persons or organizations who desire to provide services to the District as a PCD to submit a statement of qualifications and performance data to the District. At least thirty days prior to selecting and hiring a PCD, the District shall publish notice in a newspaper of general circulation in the District that it is seeking a PCD for a design build project. The notice shall include the following:

- (1) A general description of the Design-Build project;
- (2) Directions regarding how interested persons or organizations can apply for consideration by the District;

~~(3) The date by which persons or organizations must submit their applications; and~~

~~(4) A statement that any person or organization applying for consideration by the District must obtain a copy of the District's Design-Build Contract Policy from the Superintendent.~~

- ~~B. To apply to be the District's PCD, applicants must submit a current statement of qualifications and performance data to the District. The statement of qualifications must include evidence that the applicant is licensed or certified to practice architecture or engineering pursuant to the NEARA. Applicants must update any information provided to the District to reflect any changed conditions of the applicant.~~
- ~~C. Applicants shall first be certified by the Superintendent as qualified to act as a PCD for the District. In order to certify an applicant, the Superintendent shall make a finding that a PCD is fully qualified to render the required service. Factors to be considered in making this finding shall include capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; experience; equipment and facilities; promptness, and the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.~~
- ~~D. The Board shall evaluate each qualified applicant's current statement of qualifications and performance data. The Board shall conduct discussions with, and may require public presentations by no less than three applicants regarding their qualifications, approach to the project, ability to furnish the required service, and other factors identified above.~~
- ~~E. The Board shall select, in order of preference, at least three applicants deemed to be most highly qualified to perform the required services after considering the factors outlined above.~~
- ~~F. The Board shall negotiate a contract with the most qualified applicant for compensation which the Board determines is fair and reasonable. In making this determination, the Board shall conduct a detailed analysis of the cost of the professional~~

services required in addition to considering their scope and complexity. For all lump-sum or cost-plus-a-fixed-fee professional service contracts, the Board shall require the applicant receiving the award to execute a certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Board determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

G. If the Board is unable to negotiate a satisfactory contract with the applicant considered to be the most qualified at a price the Board determines to be fair and reasonable, it shall terminate negotiations with that applicant. The Board may then undertake negotiations with the second most qualified applicant. If the Board fails to reach an agreement with the second most qualified applicant, it shall terminate negotiations with that applicant. The Board shall then undertake negotiations with the third most qualified applicant.

H. If the Board is unable to negotiate a satisfactory contract with any of the selected applicants, it shall either select additional applicants in order of their competence and qualification and continue negotiations in accordance with this policy until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.

I. The Board may designate a committee to carry out any or all of the Board's duties under the PCD selection section of this policy, provided that the Board must approve any agreement with an applicant prior to its execution. Any such committee must have among its membership at least one person who is licensed to practice architecture or engineering pursuant to the NEARA.

J. The public shall not be excluded from the meetings or proceedings under this section of this policy in accordance with the Open Meetings Act.

K. The contract between the District and the PCD shall contain a prohibition against contingent fees as follows: "The PCD warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PCD, to solicit or secure this agreement and that the PCD has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PCD, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or the making of this agreement." Upon violation of such provision, the District shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, or consideration.

L. The PCD is ineligible to be included as a provider of any services in a Proposal for the project on which it has acted as a PCD.

M. A PCD may not be employed by or may not have a financial or other interest in a Design Builder that will submit a Proposal.

## **2. Procedures and standards to be used to prequalify Design Builders.**

A. The District, with the help of the PCD, shall prepare a request for letters of interest. The request for letters of interest shall:

- (1) Describe the project in sufficient detail to permit a Design Builder to submit a letter of interest;
- (2) Be published in a newspaper of general circulation within the District at least 30 days prior to the deadline for receiving letters of interest; and
- (3) Be sent by first class mail to any Design Builder upon request.

B. Letters of interest shall be reviewed by the District in consultation with the PCD. The District and the PCD will evaluate prospective Design Builders based on the information submitted to the District in response to the request for letters of interest.

C. The District shall select at least three prospective Design Builders, except that if only two Design Builders have submitted letters of interest, the District shall select at least two prospective Design Builders. Such selected

Design Builders shall be considered prequalified and eligible to receive and respond to the RFP.

D. The District and PCD shall use the following standards when selecting which prospective Design Builders to prequalify: capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; experience; equipment and facilities; promptness, and the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.

### **3. Procedures for the preparation and content of RFPs:**

A. The District, with the help of the PCD, shall prepare the RFP, which shall contain:

- (1) The identity of the school district for which the project will be built and will execute the Design-Build Contract;
- (2) A copy of this Design-Build Contract Policy and all other policies adopted by the District relating to the DB Contract;
- (3) The proposed terms and conditions of the DB Contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the Design Builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
- (4) A project statement which contains information about the scope and nature of the project;
- (5) Project Performance Criteria;
- (6) Budget parameters for the project;
- (7) Any bonds or insurance required by law or as may be additionally required by the District;
- (8) The criteria for evaluation of Proposals and the relative weight of each criterion;

~~(9) A requirement that the Design Builder provide a written statement of its proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;~~

~~(10) A requirement that the Design Builder agree to the following conditions:~~

~~(i) An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;~~

~~(ii) At the time of the design build offering, the Design Builder will furnish to the Board a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design build project;~~

~~(iii) The architect or engineer engaged by the Design Builder to perform the architectural or engineering work with respect to the design build project will have direct supervision of such work and may not be removed by the Design Builder prior to the completion of the project without the written consent of the Board;~~

~~(iv) A Design Builder offering design build services with its own employees who are design professionals licensed to practice in Nebraska will: (a) comply with the NEARA by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and~~

~~(v) The rendering of architectural or engineering services by a licensed architect or engineer employed by the Design Builder will conform to the NEARA and rules and regulations adopted under the Act; and~~

~~(11) Other information the District chooses to require.~~

~~B. At least 30 days prior to the deadline for receiving and opening Proposals, the notice of the RFP shall be:~~

- (1) Published in a newspaper of general circulation within the District;
- (2) Filed with the Department; and
- (3) Sent by first class mail to the prequalified Design Builders only.

#### **4. Procedures for preparing and submitting Proposals.**

- A.** Prequalified Design Builders shall prepare and submit Proposals as required by the RFP.
- B.** All Proposals shall be sealed. Proposals shall not be opened until expiration of the time established for making Proposals as set forth in the RFP.
- C.** Proposals may be withdrawn at any time prior to acceptance.
- D.** The District has the right to reject any and all Proposals except for the purpose of evading the law. The District may thereafter solicit new Proposals using the same or a different Project Performance Criteria.

#### **5. Procedures for evaluating Proposals.**

- A.** The District may only proceed to negotiate and enter into a DB Contract if there are at least two proposals from prequalified Design Builders.
- B.** The District shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the District. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a design builder under the Act, and (5) a resident of the District other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a design builder who has a proposal being evaluated and shall not be employed by the District or the school's architect or engineer.
- C.** The selection committee and the District shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may

be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

- (1) The financial resources of the construction manager to complete the project 5%;
- (2) The ability of the proposed personnel of the construction manager to perform 20%;
- (3) The character, integrity, reputation, judgment, experience, and efficiency of the construction manager 15%;
- (4) The quality of performance on previous projects 20%;
- (5) The ability of the construction manager to perform within the time specified 20%;
- (6) The previous and existing compliance of the construction manager with laws relating to the contract 10%; and
- (7) Such other information as may be secured having a bearing on the selection 10%.

The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of NEB. REV. STAT. § 84-712.01.

D. The District shall then evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee.

## **6. Procedures for Negotiations between the District and Design-Builders Submitting Proposals Prior to the District's Acceptance of a Proposal.**

- A.** The District may attempt to negotiate a DB Contract with the highest ranked Design-Builder selected by the Board and may enter into a DB Contract after negotiations.
- B.** The negotiations shall include a final determination of the manner by which the design-builder selects a subcontractor.

- C. If the District is unable to negotiate a satisfactory DB Contract with the highest ranked Design Builder, it may terminate negotiations with that Design Builder. The District may then undertake negotiations with the second highest ranked Design Builder and may enter into a DB Contract with that Design Builder after negotiations.
- D. If the District is unable to negotiate a satisfactory DB Contract with the second highest ranked Design Builder, it may terminate negotiations with that Design Builder. The District may then undertake negotiations with the third highest ranked Design Builder, if any, and may enter into a DB Contract with that Design Builder after negotiations.
- E. If the District is unable to negotiate a satisfactory DB Contract with any of the ranked Design Builders, it may either revise the RFP and solicit new Proposals or cancel the design build process.
- F. If the District is able to negotiate a satisfactory contract with a design builder, the District shall file a copy of all design build contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the design builder shall file a copy of all contract modifications and change orders with the State Department of Education.

**7. Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of DB Contracts.**

**A. Definitions:**

- (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the District to another party or by the failure of the District to award a contract to such actual or prospective bidder.
- (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.

**B. Right to Protest.** An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be

filed within five working days following the selection of the design-builder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

- (1) The name and address of the interested party;
- (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
- (3) A detailed statement of reasons for the protest;
- (4) Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
- (5) The action(s) the protestor desires the school district to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The school district shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded, unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the District.

C. Authority to Resolve Protests. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party

~~intervening protester and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.~~

~~D. Board Appeal Procedures. Any interested party protester, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. The school district board of education shall consider the Decision of the Superintendent and shall make the final decision on the protest. The school district board of education's decision shall be final.~~

~~8. Refinements and Changes. A DB Contract may be conditioned upon later refinements in scope and price and may permit the District, in agreement with the Design Builder, to make changes in the project without invalidating the DB Contract. Later refinements shall not, however, exceed the scope of the project statement contained in the RFP.~~

~~9. Projects Excluded. The District shall not use a design build contract for any construction project excluded by NEB. REV. STAT. § 13-2914 or any other applicable law.~~

This policy is adopted pursuant to the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. § 13-2901 through § 13-2914).

~~The board shall adopt a resolution by a two-thirds affirmative vote selecting the design build contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract. For a project authorized under subsection (3) of section 13-2914, the resolution shall include a statement that the political subdivision has made a determination that the design build contract delivery system is in the public interest based, at a minimum, on one of the following criteria: (a) Savings in cost or time or (b) requirement of specialized or complex construction methods suitable for the design build contract delivery system.~~

I. **Definitions.** For purposes of this policy:

A. Act means the Nebraska Political Subdivisions Construction Alternatives Act.

B. **Board** means the District's Board of Education.

C. **Department** means the Nebraska Department of Education.

D. **Design-Build Contract** (~~DBD-B~~ Contract) means a contract which is subject to qualification-based selection between the District and a Design-Builder to furnish (a) architectural, engineering, and related design services for a project pursuant to the ~~Nebraska Political Subdivisions Construction Alternatives Act (Act)~~Act and (b) labor, materials, supplies, equipment, and construction services for a project pursuant to the Act.

E. **Design-Builder** means ~~a~~the legal entity which proposes to enter into a ~~DBD-B~~ Contract which is subject to qualification-based selection pursuant to the Act.

F. **District** means \_\_\_\_\_ Public Schools.

G. Letter of Interest means a statement indicating interest to enter into a D-B Contract for a project pursuant to the Act.

H. **NEARA** means the Nebraska Engineers and Architects Regulation Act.

I. **Performance-Criteria Developer** (PCD) means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the NEARA who is selected by the District ~~pursuant to this policy~~ to assist the District in the development of Project Performance Criteria, Requests ~~For~~for Proposals, evaluation of Proposals, evaluation of the construction under a ~~DBD-B~~ Contract to determine adherence to the Project Performance Criteria, and any additional services requested by the District to represent its interests in relation to a project.

J. **Project Performance Criteria** means the performance requirements of the project suitable to allow the Design-Builder to make a ~~Proposal~~proposal. Performance requirements include the following, if required by the project: capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm ~~weather~~water retention and disposal, parking requirements,

applicable governmental code requirements, and other criteria for the intended use of the project.

K. **Proposal** means an offer in response to a Request ~~For~~for Proposals ~~(“RFP”)~~ by a Design-Builder to enter into a ~~DBD-B~~ Contract for a project pursuant to the Act.

L. **Qualification-based selection process** means a process of selecting a design-builder based first on the qualifications of the design-builder and then on the design-builder's proposed approach to the design and construction of the project;

M. **Request for letters of interest** means the documentation or publication by which the District solicits letters of interest;

~~1. **Act** means the Nebraska Political Subdivisions Construction Alternatives Act.~~

~~N. **Request for Proposals** (RFP) means the documentation by which the District solicits Proposals.~~

O. **Superintendent** means the District’s Superintendent of Schools, or his or her designee.

~~**Procedures.** The District shall follow the procedures below in connection with any DB Contract.~~

II. ~~**Rules and Procedures for Selecting and Hiring a PCD for a Specific Project.**~~ **Resolution to Select Design-Build.** The Board shall adopt a resolution by a two-thirds affirmative vote selecting the design-build contract delivery system prior to proceeding with any of the steps described below.

A. For a project, in whole or in part, for water, wastewater, utility, or sewer construction, the resolution shall include a statement that the District has made a determination that the design-build contract delivery system is in the public interest based, at a minimum, on one of the following criteria: (a) Savings in cost or time or (b) requirement of specialized or complex construction methods suitable for the design-build contract delivery system.

III. **Selecting and Hiring a Performance-Criteria Developer (PCD)**

A. **Selecting the Most Qualified PCD for Contract Negotiations.** The required procedures for selecting the most qualified PCD for contract negotiations differ depending on the magnitude of the District’s estimate of the project’s basic construction cost, as described in this section A.

**Project Cost \$896,000 and Below.** For a project whose basic construction cost is estimated by the

1. ~~The~~ District to be \$896,000 or less, the District will use the following procedures for identifying the most qualified PCD:

a. ~~The shall~~ Superintendent will solicit statements of qualification from potential PCDs. Such solicitation shall include a general description of the project and shall indicate how interested individuals or firms can apply for consideration by the District. The Superintendent may, but is not required to, give public notice of such solicitation.

b. Based on the statements of qualifications and any other relevant information that the Superintendent receives, the Superintendent shall make a finding identifying the applicant most qualified to serve as the PCD for the project based on the applicant's capabilities to perform, adequacy of personnel, past record and performance, experience, and such other factors as may be determined by the Superintendent to be applicable to the District's particular requirements for the project.

c. Following such finding, the Superintendent shall recommend to the Board that it negotiate a contract with the applicant so identified.

2. **Project Cost in Excess of \$896,000.** For a project whose basic construction cost is estimated by the District to exceed \$896,000, the District will use the following procedures for identifying the most qualified PCD:

a. The District will encourage ~~eligible persons~~ individuals or ~~organizations~~ firms who desire to provide professional services to the District as ~~its~~ PCD for the project to submit a statement of qualifications ~~and performance data to the District.~~ At least thirty ~~thirty~~ fifteen (15) days prior to ~~selecting and hiring a PCD~~ the deadline to respond, the District ~~shall~~ will publish notice in a newspaper of general circulation in the District that it is seeking a PCD for a design-build project. The notice shall include the following:

i. A general description of the ~~Design-Build~~ project;

~~Directions regarding how~~

ii. How interested ~~persons or organizations~~ firms can apply for consideration by the District; and

iii. The date by which ~~persons~~ individuals or ~~organizations~~ firms must submit their ~~applications~~ statements of qualifications; and

iv. A statement that any ~~person~~individual or ~~organization~~firm applying for consideration by the District must obtain a copy of the District's Design-Build Contract Policy from the Superintendent.

b. To apply to be the District's PCD, applicants must submit a current statement of qualifications ~~and performance data~~ to the District. The statement of qualifications must include evidence that the applicant is licensed or certified to practice architecture or engineering pursuant to the NEARA. Applicants must update any information provided to the District to reflect any changed conditions of the applicant.

c. Applicants shall first be certified by the Superintendent as qualified to act as a PCD for the District. In order to certify an applicant, the Superintendent shall make a finding that a PCD is fully qualified to render the required service. Factors to be considered in making this finding shall include capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; ~~experience~~; equipment and facilities; promptness, ~~and~~; the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it ~~strictly~~ in accordance with its terms ~~capabilities to perform~~.

d. The Board ~~shall~~will evaluate each qualified applicant's ~~current~~ statement of qualifications and ~~performance data~~any other relevant the District has received. The Board ~~shall~~will conduct discussions with, and may require public presentations by ~~no less than, at least~~ three applicants regarding their qualifications, approach to the project, and ability to furnish the required service, ~~and other factors identified above~~.

e. The Board ~~shall~~will select, in order of preference, at least three applicants deemed to be most highly qualified to perform the required services after considering the factors ~~outlined~~identified above.

**B. Negotiating a Contract with the PCD.** The Board shall negotiate a contract with the most qualified applicant (identified via the procedures above) for professional services at compensation that the

Board determines is fair and reasonable. In making such determination, the Board shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For all lump-sum or cost-plus-a-fixed-fee professional service contracts, the Board shall require the applicant receiving the award to execute a certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Board determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

**Prohibition Against Contingent Fees.** The contract between the District and the PCD must

~~A. If the Board is unable to negotiate a satisfactory contract with the applicant considered to be the most qualified at a price the Board determines to be fair and reasonable, it shall terminate negotiations with that applicant. The Board may then undertake negotiations with the second most qualified applicant. If the Board fails to reach an agreement with the second most qualified applicant, it shall terminate negotiations with that applicant. The Board shall then undertake negotiations with the third most qualified applicant.~~

~~A. it shall either select additional applicants in order of their competence and qualification and continue negotiations in accordance with this policy until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.~~

~~A. The Board may designate a committee to carry out any or all of the Board's duties under the PCD selection section of this policy, provided that the Board must approve any agreement with an applicant prior to its execution. Any such committee must have among its membership at least one person who is licensed to practice architecture or engineering pursuant to the NEARA.~~

~~A. The public shall not be excluded from the meetings or proceedings under this section of this policy in accordance with the Open Meetings Act.~~

1. ~~The contract between the District and the PCD shall~~ contain a prohibition against contingent fees as follows: "The PCD warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PCD, to solicit or secure this agreement and that the PCD has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PCD, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or the making of this agreement." Upon violation of such provision, the District shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, or consideration.

C. **Effect of Unsuccessful Negotiations**

1. If the Board is unable to negotiate a satisfactory contract with the applicant to be the most qualified at a price the Board determines to be fair and reasonable, negotiations with that applicant shall be formally terminated. The Board shall then undertake negotiations with the second most qualified applicant. If the Board fails to reach an agreement with the second most qualified firm, the Board shall terminate negotiations with such applicant. The Board shall then undertake negotiations with the third most qualified applicant.

If the Board is unable to negotiate a satisfactory contract with any of the selected applicants,

2. the Board shall either select additional applicants in order of their competence and qualification and continue negotiations in accordance with this policy until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.

D. **Board-Designated Committee.** The Board may may designate a committee to carry out any or all of the Board's duties under this PCD selection and hiring section of this policy, provided that the Board must approve any agreement with an applicant prior to its execution. Any such committee must have among its membership at least one person who is licensed to practice architecture or engineering pursuant to the NEARA.

E. **Open Meetings Act.** The public shall not be excluded from the meetings or proceedings under this section in accordance with the Open Meetings Act.

F. The PCD is ineligible to be included as a provider of any services in a Proposal for the project on which it has acted as a-PCD.

A

G. ~~The~~ PCD ~~may not be~~ is prohibited from being employed by or ~~may not have a~~ having any financial or other interest in a Design-Builder that will submit a ~~Proposal~~ proposal.

### **~~Procedures and standards to be used to prequalify~~**

#### IV. **Pre-Qualifying Design-Builders:**

A. **Letters of Interest.** The District, ~~with the help of the PCD,~~ shall prepare a request for ~~letters~~ Letters of ~~interest.~~ The Interest, which request ~~for letters of interest~~ shall:

1. Describe the project in sufficient detail to permit a Design-Builder to submit a letter of interest; ~~;~~
2. Be published in a newspaper of general circulation within the District at least thirty (30) days prior to the deadline for receiving letters of interest; and
3. Be sent by first-class mail to any Design-Builder upon request.

B. Letters of interest shall be reviewed by the District in consultation with the PCD. The District and the PCD will evaluate prospective Design-Builders based on the information submitted to the District in response to the request for letters of interest.

C. The District shall select at least three prospective Design-Builders, except that if only two Design-Builders have submitted letters of interest, the District shall select at least two prospective Design-Builders. Such selected Design-Builders shall be considered prequalified and eligible to receive and respond to the RFP.

D. The District and PCD shall use the following standards when selecting which prospective Design-Builders to prequalify: capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; ~~experience;~~—equipment and facilities; promptness, ~~and;~~ the quality of work previously done ~~by applicant;~~ suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the ~~applicant~~ Design-Builder could perform it ~~strictly~~ in accordance with its terms ~~capabilities to perform~~.

### **Procedures**

~~1. Preparing Requests for the preparation and content of RFPs.~~

V. Proposals (RFP). The District, with the ~~help~~assistance of the PCD, ~~shall~~will prepare the RFP, which shall contain:

A. The identity of the ~~school district~~District for which the project will be built and the District that will execute the ~~Design-Build Contract;~~design-build contract;

B. A copy of this Design-Build ~~Contract~~Contact Policy and all other policies ~~adopted by the District relating~~related to the ~~DBD-B~~D-B Contract;

C. The proposed terms and conditions of the ~~DBD-B~~D-B Contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the Design-Builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;

D. A project statement which contains information about the scope and nature of the project;

E. Project Performance Criteria;

F. Budget parameters for the project;

G. Any bonds ~~or~~and insurance required by law or as may be additionally required by the District;

H. The criteria for evaluation of Proposals and the relative weight of each criterion;

I. A requirement that the Design-Builder provide a written statement of ~~its~~the Design-Builder's proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;

J. A requirement that the Design-Builder agree to the following conditions:

1. ~~(i)~~ An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;

2. ~~(ii)~~ At the time of the design-build offering, the Design-Builder will furnish to the Board a written statement identifying the

architect or engineer who will perform the architectural or engineering work for the design-build project;

3. ~~(iii)~~—The architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the Design-Builder prior to the completion of the project without the written consent of the Board;

4. ~~(iv)~~—A Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will: (a) comply with the NEARA by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and

5. ~~(v)~~—The rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the NEARA and rules and regulations adopted under the ~~Act~~NEARA; and

K. Other information which the District chooses to require.

VI. **Notice of RFP.** At least thirty (30) days prior to the deadline for receiving and opening ~~Proposals~~proposals, the ~~notice of the RFP~~District shall cause a Notice of RFP to be:

A. Published in a newspaper of general circulation within the District;

B. Filed with the Department; and

C. Sent ~~by first class mail~~directly to the prequalified Design-Builders only.

VII. **~~Procedures for preparing~~ Preparing and submitting ~~Submitting~~ Proposals.**

A. Prequalified Design-Builders shall prepare and submit Proposals as required by the RFP.

B. All Proposals shall be sealed. Proposals shall not be opened until expiration of the time established for making Proposals as set forth in the RFP.

C. Proposals may be withdrawn at any time prior to acceptance.

D. The District has the right to reject any and all Proposals except for the purpose of evading the law. The District may thereafter solicit new Proposals using the same or a different Project Performance Criteria.

## **Procedures for evaluating**

### VIII. **Evaluating Proposals**

A. The District may only proceed to negotiate and enter into a ~~DBD-B~~ Contract if there are at least two proposals from prequalified Design-Builders.

B. The ~~District Board~~ shall ~~refer the proposals for recommendation to designate members of a~~ selection committee. ~~The selection committee, which shall be a group of~~ include at least five persons ~~designated by the District.~~ Members of the selection committee shall ~~must~~ include ~~(1)~~:

1. ~~One or more~~ members of the ~~school board,~~ Board;
2. ~~One or more~~ members of the ~~school~~ District's administration or staff, ~~(3) the school's architect or engineer~~ ~~(4) any~~;
3. The PCD;
4. Any person having special expertise relevant to selection of a ~~design-builder~~ Design-Builder or construction manager under the Act, ~~and~~ ~~(5) a~~
5. A resident of the District other than an individual included in subdivisions (1) through (4) of this subsection.

A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a ~~design-builder~~ Design-Builder who has a ~~proposal~~ Proposal being evaluated and shall not be employed by the District or the ~~school's architect or engineer~~ PCD.

C. The District shall refer the Proposals for recommendation to the selection committee.

D. The selection committee and the District shall evaluate ~~proposals~~ Proposals taking into consideration the criteria enumerated in ~~subdivisions~~ subsections (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

1. ~~(1)~~ ~~—~~ The financial resources of the design-builder to complete the project **(up to ten percent)**;
2. ~~(2)~~ ~~—~~ The ability of the proposed personnel of the design-builder to perform **(up to thirty percent)**;

3. ~~(3)~~—The character, integrity, reputation, judgment, experience, and efficiency of the design-builder **(up to thirty percent)**;
4. ~~(4)~~—The quality of performance on previous projects **(up to thirty percent)**;
5. ~~(5)~~—The ability of the design-builder to perform within the time specified **(up to thirty percent)**;
6. ~~(6)~~—The previous and existing compliance of the design-builder with laws relating to the contract **(up to ten percent)**; and
7. ~~(7)~~—Such other information as may be secured having a bearing on the selection **(up to twenty percent)**.

**NOTE TO BE DELETED: The percentages listed above must be modified so that they add up to 100%. This can be done directly in the policy, at the time the school board designates the Design-Build method for a specific project, or at a later time but before the RFP is published and sent out.**

E. The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of NEB. REV. STAT. § 84-712.01.

F. ~~D.~~—The District shall then evaluate and rank each ~~proposal~~Proposal on the basis of best meeting the criteria in the ~~request for proposals~~RFP and taking into consideration the recommendation of the selection committee.

~~1. Procedures for Negotiations between the District and Design-Builders Submitting Proposals Prior to the District's Acceptance of a Proposal.~~

## IX. Negotiating a Design-Build Contract

A. The District may attempt to negotiate a ~~DB~~D-B Contract with the highest ranked Design-Builder selected by the ~~Board~~District and may enter into a ~~DB Contract~~Design-Build contract after negotiations.

B. The negotiations shall include a final determination of the manner by which the ~~design-builder~~Design-Builder selects a subcontractor.

C. If the District is unable to negotiate a satisfactory ~~DB~~D-B Contract with the highest ranked Design-Builder, ~~it~~the District may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the second highest ranked Design-Builder and may

enter into a ~~DBD-B~~ Contract ~~with that Design-Builder~~ after negotiations.

D. If the District is unable to negotiate a satisfactory ~~DB Contract~~contract with the second highest ranked Design-Builder, ~~it may terminate negotiations with that Design-Builder. The~~the District may ~~then~~ undertake negotiations with the third highest ranked Design-Builder, if any, and may enter into a ~~DBD-B~~ Contract ~~with that Design-Builder~~ after negotiations.

E. If the District is unable to negotiate a satisfactory ~~DB Contract~~contract with any of the ranked Design-Builders, ~~it~~the District may either revise the RFP and solicit new ~~Proposals~~proposals or cancel the ~~design-build~~Design-Build process. ~~under the Act.~~

F. If the District is able to negotiate a satisfactory ~~contract~~D-B Contract with a ~~design-builder~~Design-Builder, the District shall file a copy of all ~~design-build contract~~D-B Contract documents with the ~~State Department of Education~~ within thirty (30) days after their full execution. Within thirty (30) days after completion of the project, the ~~design-builder~~Design-Builder shall file a copy of all contract modifications and change orders with the ~~State Department of Education.~~

### ~~Procedures for Filing and Acting on~~

## X. ~~Formal Protests Relating to the Solicitation or Execution of DBD-B Contracts:~~

### ~~A. Definitions:~~

A. Definitions. For this section on "Formal Protests Related to the Solicitation of Execution of D-B Contracts" the following definitions apply:

1. **Interested party** shall mean an actual or prospective ~~bidder~~Design-Builder whose direct economic interest would be affected by the award of a contract by the District to another party or by the failure of the District to award a contract to such actual or prospective ~~bidder~~Design-Builder.

2. **Protest** shall mean a written objection by an interested party on any phase of the bidding procurement process, including specification, preparation, ~~bid solicitation~~performance criteria development, RFP, pre-qualification, ranking, contract negotiations, and ~~intent to~~ award.

B. **Right to Protest.** An interested party may protest to the Superintendent. The protest shall be submitted in writing on company

letterhead within five working days after ~~public notice of the bid event~~ giving rise to the protest. Protests based on alleged apparent improprieties in a solicitation or other request for ~~proposals~~ Proposals must be filed before ~~bid~~ Proposal opening or the ~~closing date~~ deadline for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the ~~design-builder~~ Design-Builder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

1. The name and address of the interested party;
2. Appropriate identification of the relevant solicitation, and if a ~~bid~~ Proposal has been opened, its number, and date of opening;
3. A detailed statement of reasons for the protest;
4. Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
5. The action(s) the protestor desires the ~~school district~~ District to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The ~~school district~~ District shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded, unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the District.

**C. ~~€.~~ Authority to Resolve Protests.** Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the

interested party and any other party intervening protester and all other ~~bidders.~~Design-Builders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.

D. ~~D.~~ **Board Appeal Procedures.** Any interested party protester, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. ~~The school district board of education~~The Board shall consider the Decision of the Superintendent and shall make the final decision on the protest. ~~The school district board of education's~~The Board's decision shall be final.

XI. **Refinements and Changes.** A ~~DBD-B~~ Contract may be conditioned upon later refinements in scope and price and may permit the District, in agreement with the Design-Builder, to make changes in the project without invalidating the ~~DBD-B~~ Contract. Later refinements shall not, however, exceed the scope of the project statement contained in the RFP.

XII. **Adherence to Performance Criteria.** Throughout the project, the PCD shall remain engaged on the project and shall be responsible for monitoring the Design-Builder's adherence to the Performance Criteria in the Design-Builder's performance of the D-B Contract. Upon PCD's observation that the Design-Builder's performance of the D-B Contract has or is reasonably likely to materially diverge from the Performance Criteria, the PCD shall promptly notify the District of such observation and the basis for the same.

XIII. **Projects Excluded.** The District shall not use a ~~design-build contract~~Design-Build Contract for any construction project excluded by NEB. REV. STAT. ~~§~~ 13-2914 or any other applicable law.

Adopted on: May 9, 2016

Revised on: July 10, 2017; September 13, 2021

Reviewed on: October 9, 2023

**4051**  
**Staff and District Social Media Use**

Social media is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching, and learning skills. The district also uses social media accounts to provide information to district stakeholders. This policy is intended to ensure (1) appropriate use of social media by staff and (2) appropriate control of social media accounts belonging to or affiliated with the district. Staff should also refer to the district's policy on Staff Computer and Internet Usage.

**I. Personal Versus School-Affiliated Social Media Use**

**A. Personal Social Media Use**

1. The school district will not require staff members or applicants for employment to provide the district with their username and password to personal social media accounts.
2. The district will not require staff to add anyone to the list of contacts associated with the staff member's personal social media accounts or require a staff member to change the settings on his or her personal social media accounts so that others can or cannot view their accounts.
3. Staff members whose personal social media use interferes with the orderly operation of the school or who use social media in ways that are not protected by the First Amendment may be subject to discipline by the district.
4. Staff members who wish to begin using or to continue using the school district name, programs, mascot, image or likeness as part of any social media profile must notify their supervising administrator of the use, and must secure the administrator's permission to do so.

**B. School-Affiliated Social Media Use**

1. Any social media account which purports to be “the official” account of the school district (e.g., “Pioneer Wrestling”), or any of its programs, classes or entities will be considered to be an account that is used exclusively for the school district’s business purpose. Staff members may not use “official” accounts for personal use.
2. Staff ~~are~~ ~~may be~~ required to provide their supervising administrator with the username and password to school-affiliated social media accounts.
3. Staff may be required to interact with specified individuals on school-affiliated social media accounts.
4. When staff use school-affiliated social media accounts to comment on school-related matters, they do not do so as private citizens and are therefore not entitled to First Amendment protections. ~~They are also not allowed to make any press releases or other official communications on behalf of the district without prior administrative approval. In other words, staff do not speak “for the district” directly or indirectly unless specifically authorized and directed to do so.~~
- 5.

## **II. Staff Expectations in Use of Social Media – Applicable to Both Personal and School-Affiliated Use**

### **A. General Use and Conditions**

Staff must comply with all board policies, contract provisions, and applicable rules of professional conduct in their social media usage. They must comply with the board’s policy on professional boundaries between staff and students at all times and in both physical and digital environments.

Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information in order to make sure that the publication does not violate the Federal Education Records Privacy Act or any other laws. Staff must also comply with all applicable state and federal record

retention requirements, even with regard to personal social media usage.

Staff must comply with all applicable laws prohibiting the use or disclosure of impermissible content, such as copyright laws, accountability and disclosure laws, and any other law governing the use of resources of a political subdivision. Questions about appropriate content should be referred to the staff member's supervising administrator.

## **B. Acceptable Use**

- ~~1. Staff may use social media for instructional purposes.~~
2. Staff may use social media for school-related communication with fellow educators, students, parents, and patrons. **Student communication must be consistent with the district's professional boundaries policies and expectations.**
3. Teachers should integrate the use of electronic resources, which may include social media, into the classroom. As the quality and integrity of content on social media is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter. **This includes spotting AI-generated content, fakes, spoofs, and discerning the quality and reliability of content.**

## **C. Unacceptable Use**

1. Staff shall **not** **never** access obscene or pornographic material while at school, on school-owned device or on school-affiliated social media accounts.
2. Staff shall not engage in any illegal activities, including the downloading and reproduction of copyrighted materials.
3. Staff shall not access social media networking sites such as Facebook, X **Twitter**, Instagram, **Snapchat and TikTok** on school-owned devices or during school

time unless such ~~permitted by district policy or preapproved by the staff member's immediate supervisor~~ access is for an educational activity which ~~has been preapproved by the staff member's immediate supervisor.~~ This prohibition extends to using chat rooms, message boards, or instant messaging in social media applications and includes posting on social networking sites using personal electronic devices.

### III. **School-Affiliated Digital Content**

#### **A. General Use and Conditions for School-Affiliated Accounts**

Staff must obtain the permission of their supervising administration prior to creating, publishing, or using any school-affiliated web pages, **blogs**, microblogs, social media pages or handles, or any other digital content which represents itself to be school-related, or which could be reasonably understood to be school-related. This includes any content which identifies the school district by name in the account name or which uses the school's mascot name or image.

Staff must provide administrators with the username and password for all school-affiliated accounts and must only publish content appropriate for the school setting. Staff may not provide the username and password to school-affiliated accounts to any unauthorized individual, including students and volunteers.

#### **B. Moderation of Third Party Content**

The purpose of school-related social media accounts is to disseminate information. No school-related or school-affiliated social media account covered by this policy shall permit comments by the public unless otherwise approved by the superintendent. All comment functions for applications such as Facebook and Instagram must be turned to "off" without this approval.

In the event the superintendent permits content created by anyone other than the administrator of the account to appear on the account's pages, such as comments made by students, parents, and patrons, the account administrator must monitor

the content to ensure it complies with this policy. Posts, comments, or any other content made on the account's pages **or tags or links to official school accounts on another account** may be removed when the content meets any of the following conditions:

1. Is obscene, lewd, **lascivious, true threat**, or appeals to prurient interests;
2. Contains information relating to a student matter or personnel matter which is protected under or prohibited by state or federal law;
3. Contains **fighting words or content that is** threatening, harassing, or discriminatory words or phrases;
4. **Advocates, promotes, or encourages the use of drugs, alcohol, or other prohibited substances;**
5. Incites or is reasonably anticipated to incite violence, illegal activity, or a material and substantial disruption to school operations or activities; or
6. Contains any other threat to the safety of students and staff.

**The district may restrict access to its official accounts for violations of these rules, such as deleting comments or prohibiting comments. Accounts that are not official school accounts are those owned and operated by board members and employees for their personal use, even if they discuss school matters.**

Every **official school** account administrator must keep a copy of any removed content **or banned/blocked individual account** and must provide a copy to the superintendent along with written notification for the reason the post has been removed. All questions about the appropriateness of removal must be directed to the superintendent.

Adopted on: December 12, 2016

Revised on:

Reviewed on: August 8, 2022; January 13, 2025

## **4059 Behavioral and Mental Health Training**

All public school employees who interact with students and any other appropriate personnel are required to complete ~~at least one hour of~~ behavioral and mental health training with a focus on suicide awareness and prevention training every year. ~~The training may include, but need not be limited to, topics such as identification of early warning signs and symptoms of behavioral and mental health issues in students, appropriate and effective responses for educators to student behavioral and mental health issues, trauma-informed care, and procedures for making students and parents and guardians aware of services and supports for behavioral and mental health issues.~~

The superintendent will determine the appropriate personnel required to receive the training. The training materials for this training must be included in the Nebraska Department of Education's list of approved training materials. ~~The length of the training shall be a reasonable amount as determined by the school board.~~

These employees must complete the training designated by the school district or superintendent no later than October 31 of each school year or within 30 days of their initial employment, whichever is later. Failure to complete this training may subject the employee to employment-related discipline.

Adopted on: December 12, 2016

Revised on: July 10, 2023

Reviewed on: April 12, 2021

## **5016 Student Records**

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

For purposes of the district's compliance with state and federal law, **and subject to the limitations in the paragraph above**, the district "maintains" student records which are printed and kept in the student's physical file or which school district staff have intentionally saved within the official school district digital student information system that specifically identifies the student for whom those records are maintained. The school district may also use learning management systems, which deliver and manage instructional content. The school district maintains student records within its student information systems but not in its learning management system. The official school district student information systems are Power School and Student Reporting System (SRS).

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

Students or their parents, guardians, teachers, counselors, or school administrators shall have access to the school's files or records maintained concerning themselves or their students. For purposes of this policy, "teachers" include paraeducators and volunteers who are providing educational services to a student on behalf of the School District. A school official may access, maintain, and use education records containing personally identifiable information (PII) when he or she has a legitimate educational interest in such.

"School officials" includes any agent, volunteer, or contractor performing an institutional service or function for which the school would otherwise use its own employees and who is under the school district's direct control with respect to their access to, maintenance of, and use of PII from student records. For example, a school official may include, but would not be limited to, a teacher or other educator, administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); school board member; volunteer; contractor or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, representative of the district's insurance providers, auditor, medical consultant, therapist, or a third-party website operator who has contracted with the school district or its agent to offer online programs for the benefit of students and/or the district; members of law enforcement acting on behalf of the school district; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a "legitimate educational interest" if the official needs to review an education record in order to fulfill a school-related professional, contractual, statutory, or regulatory responsibility.

All disciplinary material shall be removed and destroyed upon the pupil's graduation or after the pupil's continuous absence from the school for a period of three years, and after authorization is given by the State Records Board pursuant to state law. Upon request, the school district will disclose education records without consent to officials of another school district in which a student seeks or intends to enroll.

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

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

Any redisclosure of information related to the administration of this exam shall be governed by the agreement between the Nebraska Department of Education and the third-party testing company.

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

Adopted on: December 21, 2016

Revised on: June 10, 2019; July 13, 2020, August 8, 2022

Reviewed on: February 10, 2025

## **5031 Student Appearance**

Any manner of dress, hair style, make up, cleanliness, or personal appearance that constitutes a threat to the safety, health, welfare, or morals of the student or others; violates any statute; interferes with the education process, or school officials can reasonably predict will interfere with the education process; or causes or may cause excessive maintenance problems in the school, may be grounds for corrective or disciplinary action. The superintendent or designee may institute specific dress code regulations in any school consistent with board policy.

**General Regulations.** The District prohibits student attire or appearance that:

- Causes or is likely to cause a material and substantial disruption to the District's programs and activities.
- Promotes, depicts, or refers to violence, drugs, alcohol, vulgarity, obscenity, illegal activity, hate speech, bullying speech, or harassing speech.
- Includes words, gestures, or images that contain or imply sexual content or innuendo.
- Otherwise undermines the District's mission to inculcate the habits, manners, and values fundamental to civility, community, and the educational environment.

The District reserves the right to request immediate attire changes from students. The District will require students to adhere to uniform standards and/or wear district approved or issued uniforms in order to participate in activities.

Altering a student's appearance or removing or altering a student's attire without consent from their parent/guardian/caregiver is not allowed. Additionally, students' hair should not be permanently or temporarily altered by school personnel.

**Cultural and Religious Attire.** Students are allowed to wear religious attire, adornments, and other attire associated with race, national origin or religion, or tribal regalia. Additionally, students are permitted to wear natural and protective hairstyles including but are

not limited to braids, locks, twists, tight coils or curls, cornrows, Bantu knots, afros, weaves, wigs, or head wraps.

Any person who is a member of an indigenous tribe of the United States or another country may wear tribal regalia in any public or private location where the person is otherwise authorized to be on school grounds or at any school function.

**Health and Safety Considerations.** Students may be required to wear protective clothing or equipment or otherwise modify their attire or secure their hair to ensure the safety of themselves and others. In such cases, a good faith effort to reasonably accommodate students will be made to ensure safety without compromising religious beliefs, grooming practices, or requiring students to permanently alter their appearance. The least restrictive means appropriate to address the identified health or safety concern shall be used.

**Health and Safety Accommodation Process.** If a health and safety standard accommodation is necessary, the District will:

1. Engage in a good-faith effort to reasonably accommodate the student and
2. Notify the student's parent or guardian of such an attempt to accommodate the student's appearance or any attire, tribal regalia, hairstyles, adornment, or other characteristic associated with race, national origin, or religion
3. Attempt to obtain consent from a student's parent or guardian prior to altering a student's appearance or removing or altering a student's attire, tribal regalia, hairstyle, adornment, or other characteristic associated with race, national origin, or religion.

**Recordkeeping.** The District will record efforts made to accommodate a student's appearance, attire, hairstyle, adornment, or other characteristics associated with race, religion, sex, disability, or national origin. Each record must include: the student's name; federally identified demographic characteristics; date of the occurrence; the health and safety standard relating to the accommodation; the nature of the accommodation requested; staff involved; communication with parents/guardians/caregivers, and; the outcome of the effort.

**Enforcement.** Violations of this policy shall be addressed in a manner consistent with the board's policies regarding student discipline.

Adopted on: December 21, 2016

Revised on:

Reviewed on: February 14, 2022; April 8, 2024

**REVOKE**  
**5034**  
**Handbooks**

~~The student handbook is an extension of these policies and has the force and effect of board policy when approved by the board of education.~~

Adopted on: December 21, 2016

Revised on:

Reviewed on: February 14, 2022; April 8, 2024

## **3047 Data Breach Response**

### **I. Preparation**

A data breach is an instance in which personal information as defined by state law or personally identifiable information as defined by federal law is released or accessed in an unauthorized manner. The district will implement and maintain reasonable security procedures and practices that are appropriate to the nature and sensitivity of the personal information handled by the district. In order to ensure compliance with state and federal law; in the event of a breach the following preparatory steps shall be taken.

#### **A. Data Governance**

The superintendent, or their designee, will create an annually updated data directory that will include:

1. Computing devices purchased by the district,
2. Software that is installed on district devices,
3. **Approved vendors/contractors that have access to personal information or personally identifiable information,**
4. Staff members with access to district devices,
5. Staff members with active usernames and passwords for any district software.

#### **B. New Devices and Software**

Any new software or device that is used in a district building for district purposes will be submitted to the superintendent or their designee for inclusion in the directory.

### **II. Incident Response Plan**

#### **A. Assessment and Investigation**

1. If the District becomes aware of a data breach it will make every reasonable effort to remedy the cause of the breach as soon as possible.

2. The District will contact its cyber or relevant data breach insurance provider in the event of a suspected breach.
3. The District will conduct a good faith, reasonable, and prompt investigation to determine the likelihood that personal information has been or will be used for an unauthorized purpose.
4. This investigation will include, but not be limited to, an assessment of what software, hardware, and physical documents were accessed; which District personnel had access to the compromised data; and what specific data was compromised.

**B. Notification of Effected Individuals**

1. If the investigation determines that the use of information about a Nebraska resident for an unauthorized purpose has occurred or is reasonably likely to occur, the district shall give notice to the affected Nebraska resident.
2. Notice shall be made as soon as possible and without unreasonable delay, consistent with the legitimate needs of law enforcement and consistent with any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the computerized data system.

**C. Notification of Law Enforcement and Outside Organizations**

1. Should notice of the breach be required to any individual, notice of the breach will be simultaneously sent to the Nebraska Attorney General's office.
2. The Superintendent will determine if the Family Policy Compliance Office will be notified of the breach.
3. The Superintendent will determine if the Privacy Technical Assistance Center will be notified of the breach.

Adopted on: July 10, 2017

Revised on: June 11, 2018  
Reviewed on: November 14, 2022

## **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 [Nebraska City Public Schools Central Office, 1700 14<sup>th</sup> Ave, Nebraska City NE 68410, 402-873-6033, jhippen@nebcityps.org](mailto:jhippen@nebcityps.org). 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) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
    - **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
    - **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
    - **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
  - **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.

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

**STUDENT TEACHER AGREEMENT**  
**for Student Teacher in endorsements areas of high demand**

This agreement, referred to herein as the "Agreement," is made by and between **Nebraska City Public Schools**, (Otoe County School District 66-0111), (the "District") and \_\_\_\_\_, (the "Student").

WHEREAS, postsecondary students and others generally are required by state law and regulations to complete a student teaching component to graduate and secure a teaching certificate in an endorsement area of high demand as determined by the board of education; and

WHEREAS, the District has a vested interest in improving the profession, preparing quality educators, and having a good relationship with state and regional postsecondary institutions; and

NOW, THEREFORE, the District agrees to accept the Student as a student teacher, and the Student agrees to complete his or her student teaching obligations subject to the terms and conditions set forth below.

1. **Term of Agreement.** The Student shall be employed beginning \_\_\_\_\_, 2024, and expiring on \_\_\_\_\_, 2024. This contract is entered into for the sole purpose of employing the Student for the period specified above. It shall not be subject to renewal by statute or any provision of this Agreement. It is the parties' intention that the Student be employed for one year or less in the position of Student Teacher. Therefore, the Student shall not receive service credit for or make contributions to the School Employees Retirement System of the State of Nebraska.
  
2. **Purpose of Agreement.** The purpose of this Agreement is to describe conditions and expectations for a person who wishes to complete their student teaching requirements at the District. This Agreement does not establish any employer-employee relationship between the parties and is executed for the sole purpose of allowing the Student to complete student teaching obligations required to pursue a career in the teaching profession. For purposes of this Agreement, student teaching is defined as the set of activities and obligations required of the Student's postsecondary institution and the District for completion of the Student's course of study in the teaching profession.

3. **Nature of Relationship; Duties of Student.** The Student's obligations for successful completion of student teaching requirements are established by the Student's postsecondary institution, consistent with the expectations and duties assigned by the District in light of those obligations. The Student's duties, services, and days and hours shall be subject to assignment by the Superintendent or his or her designee, who will seek input from the Student and the Student's relevant advisor or other administrative staff of the Student's postsecondary institution.
4. **Compensation.** The Student will be paid the daily rate of substitute pay per day of service. The Student will be paid on a monthly basis in accordance with the District's payment practices for other employees. This agreement shall conform to the regulations governing deductions from the above-stated compensation with reference to withholding tax, social security, and any legally required deductions and deductions based on benefit elections. The District will only provide benefits and insurance coverages, such as workers' compensation, as expressly required by law.
5. **Policies, Rules and Regulations.** The Student shall be governed by Board of Education policies, District's rules and regulations, and directives from the Superintendent or his or her designee. Board of Education policies and District rules and regulations may be changed at any time, with or without notice to the Student.
6. **Termination of Services.** This Agreement creates no property right for the Student, and the Student is not eligible for the protections of the Nebraska laws governing teacher contracts and tenure. The District may terminate this Agreement, with or without cause, advanced notice, or a hearing. The Superintendent may, acting upon his or her own initiative, terminate this Agreement by providing oral or written notice to the Student and consistent with any other binding obligations imposed by the Student's postsecondary institution which may be in effect. Such termination will be effective upon the date of the issuance of the notice.
7. **Background Check.** The Student asserts that the Student has never been charged with or convicted of any misdemeanor involving moral turpitude or any felony, or has disclosed in writing to the District administration details about any such charge or conviction. The

Student consents to, and agrees to cooperate fully in, any background check conducted by the District. This background check may include obtaining a report from a reporting agency that may include information concerning the Student's criminal history. By providing the information requested below and signing this Agreement, the Student consents to the District conducting a background check.

8. **Confidential Information.** The Student will have access to certain student and staff records and information while completing his or her student teaching under this Agreement. The Student understands that state and federal law prohibit the disclosure of student and staff records, or the contents thereof, to any person other than those authorized by law. For student records, that includes the student's parents or the District's teachers, counselors, or administrators in the course and scope of their duties when they have an educational purpose. The Student understands that unauthorized access, use, disclosure, or modification of such records or confidential information will result in the immediate termination of this Agreement and may result in other consequences imposed or permitted by law, including referral of the misconduct to the Student's postsecondary institution, the Nebraska Department of Education, or others.
9. **Entirety of Agreement and Amendments.** The Student has read the entirety of this Agreement, fully understands its terms and conditions, and agrees that this Agreement constitutes the entire agreement, and that no representations, promises, agreements or undertakings, written or oral, not herein contained shall be of any force or effect. This Agreement shall be subject to modification only by a written instrument signed by the Student and the Superintendent.
10. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

\_\_\_\_\_  
Student (Signature)

\_\_\_\_\_, 2024

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Superintendent & Board President (Signature)

\_\_\_\_\_, 2024

\_\_\_\_\_  
Name (please print)

Crystal Dinovo  
1533 Taz Ln  
Plattsmouth, NE 68048  
cdinovo@nebcityps.org  
402-209-4880  
May 15, 2025

Kris Kaiser  
Northside Elementary  
1200 14<sup>th</sup> Ave  
Nebraska City, NE 68048

Dear Mr. Kaiser,

I am writing to formally resign from my teaching position at Northside Elementary.

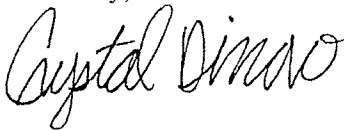
This is not a decision I've made lightly. I've been a teacher for 18 years, and I have always taken pride in the work I do and the relationships I've built with students, families, and colleagues. However, the past two years have taken a significant toll on my mental health and my family. The stress has become overwhelming, and I've come to the difficult realization that I must step away in order to take care of myself and those closest to me.

I understand this notice comes late in the school year, and I sincerely apologize for the timing. Still, I believe this is the best decision for my well-being and long-term health.

It has been an honor to be part of this school community, and I'm grateful for the support and camaraderie I've experienced during my time here. I wish nothing but continued success for the staff, students, and school as a whole.

Thank you for your understanding. Under these circumstances I ask that you strongly consider relieving me of my contract.

Sincerely,

A handwritten signature in cursive script that reads "Crystal Dinovo". The signature is written in black ink and is positioned below the word "Sincerely,".

Crystal Dinovo