Madison Board of Education, Madison District #1

Board of Education Regular Meeting
Monday, June 8, 2026 7:00 PM
Middle School/High School Conference Room
700 South Kent St.
Madison, NE 68748-0450

The sequence of items on the agenda is provided as a courtesy. The board reserves the right to consider items in any sequence deemed appropriate. Therefore, visitors are encouraged to attend the meeting from the beginning.

1. Call the Meeting to Order
   1.1. Roll Call
   1.2. Pledge of Allegiance
   1.3. Open Meetings Act
   1.4. Madison Public Schools Mission Statement
2. Consent Agenda
   2.1. Accept the amended agenda as the official agenda
   2.2. Approve minutes of the previous meetings
   2.3. Accept submitted bills and payroll request and authorize payment of both
3. Public Forum for agenda items.
4. Administrator and Other Reports
5. Board Committee Reports/Meeting dates
6. Action Items
   6.1. Discuss, consider, and take all necessary action to approve lunch prices for 2026-27.
   6.2. Discuss, consider, and take all necessary action to remove Jim Crilly from Pinnacle and Madison County Bank accounts and add Travis Jordan as a signer for Pinnacle and Madison County Bank accounts.
   6.3. Discuss, consider, and take all necessary action to approve purchase of 2027 T-350 van from Courtesy Ford of Norfolk.
   6.4. Discuss, consider, and take all necessary action to approve KSB BOE policies update for 2026.
7. Public Forum for non agenda items
8. Topics for next month's Board of Education meeting
   Parent Involvement, Student Fee, and Bullying Policy Annual Review and Hearing.
9. Adjournment

The board reserves the right to enter executive session if it deems it necessary to prevent needless injury to a staff member's reputation or for the protection of the public interest.

Board of Education Regular Meeting
Monday, May 11, 2026 7:00 PM Central

Middle School/High School Conference Room
700 South Kent St., Madison, NE 68748

Meeting Notice Posted for May 2026 Meeting

Front door of high school	5-01-2026
Library	5-01-2026
City Office	5-01-2026
Star Mail	4-06-2026

Oscar Calderon: Present, Kate Ebeling: Present, Harlow Hanson: Present, Jim Knapp: Present, Matthew Reeves: Present, Steve Ruh: Present. Present: 6, Absent: 0.

1. Call the Meeting to Order

    1.1. Roll Call
    1.2. Pledge of Allegiance
    1.3. Open Meetings Act
    1.4. Madison Public Schools Mission Statement

2. Consent Agenda

Motion to approve consent agenda items 2.1, 2.2 & 2.3 as presented passed with a motion by Oscar Calderon and a second by Harlow Hanson. Oscar Calderon: Yea, Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Matthew Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

ACT Inc	Testing	1,260.00
Albracht Disposal Service	Waste Disposal	695.00
Amazon Capital Services	Supplies	2,378.76
Appeara	Services	1,781.26
Applied Connective Technologies	Maintenance	1,743.75
Boys Town	Services	5,460.00
Brady & Amy's	Fuel	5,192.94
Centimark Corp	Inspection	2,789.00
Choice Foods	Supplies	484.65
City of Madison	Utilities	3,152.11
Coro Medical	Supplies	836.00
Custom Sports	Supplies	184.00
Dent Specialists	Supplies	81.93
Eakes Office Solutions	Supplies	3,098.81
Educational Service Unit #7	Prof Dev	5,815.81
Educational Service Unit #8	Prof Dev	183,234.45
Estech Systems Inc	Phone Service	1,305.32
Go Physical Therapy LLC	Services	7,350.70
Gronenthal, Niko	Supplies	61.88
Hampton Inn - Kearney	Travel	1,859.40
Hand2mind	Supplies	42.45
Heartland Communications	Maintenance	725.00
Helvie, Cathy	Mileage	568.40
Herz, Paul	Mileage	217.50
Intellinetics Inc	Software	2,995.00
J W Pepper & Son Inc	Supplies	166.44
Josten's Inc	Supplies	587.10
K-Log Inc	Supplies	2,787.19
Kagan	Prof Dev	8,390.00
KSB School Law	Legal Services	123.00
Lafleur, Cynthia	Supplies	70.00
Leaf	Copier Lease	2,897.50
Lunchtime Solutions, Inc.	Supplies	2,525.60

Menards- Norfolk	Supplies	475.56
MPS Lunch Fund	Supplies	12.90
MPS-Petty Cash	Reimbursement	72.64
National Association of School Nurses	Membership	125.00
Nationwide Mutual Insurance Company	Bond	115.00
Nebraska Ag Ed Association	Membership	275.00
Nebraska Council of School Administrator	Membership/Registration	1,505.00
Nebraska Public Health Environmental Laboratory	Water Testing	7.00
Nebraska State Interscholastic Athletic Admin Assoc	Registration	500.00
Nippon Sanso Matheson Inc	Supplies	41.86
One Office Solution	Supplies	98.00
One Source	Background Check	5.00
Paper 101	Supplies	6,742.00
Pinkelman Truck and Trailer	Maintenance	1,088.19
Pitney Bowes Bank Inc Reserve Account	Postage	1,500.00
Pitsco	Supplies	70.74
Pitzer Digital LLC	Publications/Supplies	904.30
Schmidt, Courtney	Mileage	15.23
School Nurse Supply, Inc.	Supplies	1,280.72
Sodexco, Inc & Affiliates	Supplies	58.73
Staab Management Company- Pizza Hut Madison	Supplies	72.00
Thieman Plumbing, LLC	Maintenance	592.16
Three Clover Mowing	Lawn Care	1,050.00
TWD Lock, Safe & Key	Supplies	44.80
Uline	Supplies	624.27
Volkman Plumbing & Heating	Maintenance	1,907.90
Walmart Trevipay	Supplies	281.22
Water Engineering Inc	Water Service	525.91
Wayne State College	Registration	120.00
William V. Macgill & Co.	Supplies	306.42
Woodriver Energy	Utilities	5,342.28

3. Public Forum

4. Administrator and Other Reports

5. Board Committee Reports/Meeting dates

6. Action Items

7. Discuss, consider, and take all necessary action to approve Resolution No. 1 of Madison Public Schools District No. 1 authorizing and approving the execution and delivery of a Lease Purchase Agreement; and approving the execution and delivery of Schedule No. 1 to the Lease Purchase Agreement.

Motion to approve Resolution No. 1 of Madison Public Schools District No. 1 authorizing and approving the execution and delivery of a Lease Purchase Agreement; and approving the execution and delivery of Schedule No. 1 to the Lease Purchase Agreement passed with a motion by Jim Knapp and a second by Oscar Calderon. Oscar Calderon: Yea, Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Matthew Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

8. Discuss, consider, and take all necessary action on insurance for the school for 2026-27 school year.

Motion on insurance for the school for 2026-27 school year passed with a motion by Steve Ruh and a second by Kate Ebeling. Oscar Calderon: Yea, Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Matthew Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

9. Discuss, consider, and take all necessary action to approve the locker bids for Middle School.

Motion to approve the locker bid for the Middle School from School lockers.com passed with a motion by Steve Ruh and a second by Matthew Reeves. Oscar Calderon: Yea, Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Matthew Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

10. Discuss, consider, and take all necessary action to approve EPPJ coop for soccer in 2026-27 boys soccer season.

Motion to approve EPPJ coop for soccer in 2026-27 boys soccer season passed with a motion by Kate Ebeling and a second by Jim Knapp. Oscar Calderon: Yea, Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Matthew Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

11. Discuss, consider, and take all necessary action to approve bids for doors from _____ and remote access from Applied Connective.

Motion to approve bids for doors from Binswanger Glass and remote access from Applied Connective passed with a motion by Kate Ebeling and a second by Harlow Hanson. Oscar Calderon: Yea, Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Matthew Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

12. Topics for next month's Board of Education meeting
BOE Policy Update for 2026
Hot Breakfast/Lunch Prices for 2026-27.

13. Public forum for non agenda items.

14. Adjournment
Motion to Adjourn at 8:10 pm passed with a motion by Kate Ebeling and a second by Oscar Calderon. Oscar Calderon: Yea, Kate Ebeling: Yea, Harlow Hanson: Yea, Jim Knapp: Yea, Matthew Reeves: Yea, Steve Ruh: Yea. Yea: 6, Nay: 0

_____ _____

President Secretary

Vendor Name	Invoice	Description	Amount	
Checking 06				
Checking 06 Fund: 06 SCHOOL NUTRITION FUND				
LEWIS, JANE	RemainLunchBalance	Remaining lunch balance	19.45	
		Vendor Total:		**19.45**
LUNCHTIME SOLUTIONS, INC.	NE00003070	April 2026 FFVP	1,329.95	
LUNCHTIME SOLUTIONS, INC.	NE00003077	April 2026 SNP- Breakfast & Lunch	44,532.27	
LUNCHTIME SOLUTIONS, INC.	NE00003079	April 2026 Trinity	1,246.76	
		Vendor Total:		**47,108.98**
MAJOR REFRIGERATION	D5809	Reachin cooler at Elem	284.38	
		Vendor Total:		**284.38**
NEHLS, KALEM	2026RemainingLunchBa	Nehl's children lunch balances	28.35	
		Vendor Total:		**28.35**
		Fund Total:		**47,441.16**
		Checking Account Total:		**47,441.16**

Vendor Name	Invoice	Description	Amount	
Checking 5				
Checking 5 Fund: 05 ACTIVITY FUND				
AMAZON CAPITAL SERVICES	114-0247779-6304203	AD	132.99	
AMAZON CAPITAL SERVICES	114-1631718-6478659	AD	16.86	
AMAZON CAPITAL SERVICES	114-3086941-6435446	Track	53.95	
AMAZON CAPITAL SERVICES	114-4064617-8838645	AD	31.99	
AMAZON CAPITAL SERVICES	114-4280802-0647405	AD/Track	158.66	
AMAZON CAPITAL SERVICES	114-7524744-2390643	Concessions	153.39	
AMAZON CAPITAL SERVICES	1YD7-VN13-1Q6Y	Cross Country massage Gun	27.98	
AMAZON CAPITAL SERVICES	20260507	26-27 supplies	337.30	
		Vendor Total:		**913.12**
BATTLE CREEK PUBLIC SCHOOLS	5.7.26HSTrackMeet	5.7.26HSTrackMeet	180.00	
		Vendor Total:		**180.00**
CASH	2026StateTrackPerDie	2026 State Track Per Diem	180.00	
		Vendor Total:		**180.00**
CHOICE FOODS	001074621334	FFA Banquet Food	30.92	
CHOICE FOODS	002097861225	FFA Banquet Food	100.08	
		Vendor Total:		**131.00**
CIENFUEGOS, REYNALDO	2026MHSAlumniScholar	Scholarship check	250.00	
		Vendor Total:		**250.00**
CORPORATE PAYMENT SYSTEMS	0000600209692041026	FB	80.63	
CORPORATE PAYMENT SYSTEMS	173955	Concessions	362.00	
CORPORATE PAYMENT SYSTEMS	192687177	parking for state FFA	15.75	
CORPORATE PAYMENT SYSTEMS	20260602	AD	32.23	
CORPORATE PAYMENT SYSTEMS	2026SoccerTicketsSta	State Soccer Tickets	87.00	
CORPORATE PAYMENT SYSTEMS	243535	AD	32.15	
CORPORATE PAYMENT SYSTEMS	4.26AnetSubscription	4.26AnetSubscription	9.99	
CORPORATE PAYMENT SYSTEMS	42052181 3.27.26	Gas for state ffa	93.64	
CORPORATE PAYMENT SYSTEMS	48110869	AD	18.73	
CORPORATE PAYMENT SYSTEMS	50024104 5.25.26	fee	21.15	
CORPORATE PAYMENT SYSTEMS	91897EE014668	SkillsUSA Hotels	330.00	
CORPORATE PAYMENT SYSTEMS	Anet subscription	Anet subscription	9.99	
CORPORATE PAYMENT SYSTEMS	Field Cam 4.27.26	AD	94.90	
		Vendor Total:		**1,188.16**
CUSTOM SPORTS	44279	Track backpack	35.00	
CUSTOM SPORTS	44324	Practice Jerseys	350.00	
CUSTOM SPORTS	44378	District Activity	15.00	
		Vendor Total:		**400.00**

Vendor Name	Invoice	Description	Amount	
ELKINS PORTABLE RESTROOM, LLC	3241	District Activity	240.00	
		Vendor Total:		**240.00**
FIELDS HARDWARE	1400 4.15.26	FFA Pellets	31.98	
		Vendor Total:		**31.98**
GONZALEZ CUEVAS, IVEET	2026BotschMemScholar	Walter J Botsch memorial Scholarship	500.00	
		Vendor Total:		**500.00**
HOLIDAY INN EXPRESS & SUITES CENTRAL OMAHA by IHG	161903, 161893	2026 State Track Hotel	498.00	
		Vendor Total:		**498.00**
HYVEE	480011822919	NHS Cake	69.99	
HYVEE	480017906250	Flowers for graduation	75.00	
		Vendor Total:		**144.99**
JIMMY JOHNS	MSStateFFALunch	State FFA lunch for MS	63.37	
		Vendor Total:		**63.37**
LOPEZ, JOANNA	2026AlanEhlersSchola	Scholarship check	500.00	
		Vendor Total:		**500.00**
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.1.26OnlinePmtFee	5.1.26OnlinePmtFee	1.77	
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.11.26OnlinePmtFee	5.11.26OnlinePmtFee	0.82	
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.12.26OnlinePmtFee	5.12.26OnlinePmtFee	2.54	
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.14.26OnlinePmtFee	5.14.26OnlinePmtFee	2.48	
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.15.26OnlinePmtFee	5.15.26OnlinePmtFee	0.77	
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.18.26OnlinePmtFee	5.18.26OnlinePmtFee	1.18	
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.19.26OnlinePmtFee	5.19.26OnlinePmtFee	1.93	
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.20.26OnlinePmtFee	5.20.26OnlinePmtFee	2.23	
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.21.26OnlinePmtFee	5.21.26OnlinePmtFee	1.92	
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.22.26OnlinePmtFee	5.22.26OnlinePmtFee	0.92	
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.25.26OnlinePmtFee	5.25.26OnlinePmtFee	1.36	
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.29.26OnlinePmtFee	5.29.26OnlinePmtFee	0.80	
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.4.26OnlinePmtFee	5.4.26OnlinePmtFee	1.22	
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.5.26OnlinePmtFee	5.5.26OnlinePmtFee	1.15	
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.6.26OnlinePmtFee	5.6.26OnlinePmtFee	2.08	
MERCH PAYOUT INFINITE CAMPUS ONLINE PAYMENTS FEES	5.7.26OnlinePmtFee	5.7.26OnlinePmtFee	0.90	
		Vendor Total:		**24.07**
NATIONAL ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS	9002138898	NHS Membership Renewal	385.00	

Vendor Name	Invoice	Description	Amount	
			Vendor Total:	**385.00**
NATIONAL FFA ORGANIZATION	2083001	Banquet Awards and supplies	476.00	
NATIONAL FFA ORGANIZATION	2085670	FFA Grad Cords	101.00	
			Vendor Total:	**577.00**
NEBRASKA FFA ASSOCIATION	42052181 3.25.26	Extra FFA Ties and Scarves	75.00	
			Vendor Total:	**75.00**
NORFOLK CATHOLIC SCHOOLS	5.14. 26HSDistrictTra	5.14.26 HS District Track Entry Fee	100.00	
			Vendor Total:	**100.00**
NORFOLK SOCCER CLUB	2026SoccerField Renta	Soccer field rental	600.00	
			Vendor Total:	**600.00**
PIZZA RANCH -NORFOLK	00058625 4.15.26	Food	377.00	
			Vendor Total:	**377.00**
SAZAMA, MAKEL	Memorial Check	Courtesy Fund - Makel	25.00	
			Vendor Total:	**25.00**
STEALTH BROADBAND	308265	June 26 Complex Wifi	74.95	
			Vendor Total:	**74.95**
THEIN, PAW SET K	2026BotschSchol arshi	Walter J Botsch Memorial Scholarship	500.00	
			Vendor Total:	**500.00**
WISNER-PILGER SCHOOLS	5.4. 26MSTrackMeet	5.4.26MSTrackMeetEntryFee	150.00	
			Vendor Total:	**150.00**
			Fund Total:	**8,108.64**
			Checking Account Total:	**8,108.64**

Madison Public Schools					
ACTIVITY FUND	Fund 05				
May 2026					
Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
AD	4,392.17	1,039.18	711.60	0.00	4,064.59
Art Club	2,640.84	0.00	0.00	0.00	2,640.84
Band	39.46	377.00	377.00	0.00	39.46
Boys BB	3,930.08	350.00	0.00	0.00	3,580.08
Boys BB FR	474.73	0.00	0.00	0.00	474.73
Cheerleaders	2,782.51	0.00	0.00	0.00	2,782.51
Class of 2026	214.19	75.00	40.00	0.00	179.19
Class of 2027	1,866.67	0.00	20.00	0.00	1,886.67
Class of 2028	1,651.31	0.00	60.00	0.00	1,711.31
Class of 2029	711.32	0.00	20.00	0.00	731.32
Concessions	14,716.44	589.63	25.00	0.00	14,151.81
Courtesy	2,101.80	25.00	0.00	0.00	2,076.80
Cross Country	962.80	0.00	0.00	0.00	962.80
Cross Country FR	2,175.80	27.98	0.00	0.00	2,147.82
Danceline	2,967.16	0.00	0.00	0.00	2,967.16
District Funds	7,401.63	1,013.17	1,870.47	0.00	8,258.93
Elem Activity Acct	9,220.27	0.00	2.20	0.00	9,222.47
Elem Student Council	264.84	0.00	0.00	0.00	264.84
Elementary ASP	86.44	0.00	0.00	0.00	86.44
ELL Class	1,259.09	0.00	0.00	0.00	1,259.09
Emergency Assistance	1,533.24	0.00	0.00	0.00	1,533.24
Ethnic Diversity Club	2,849.58	0.00	0.00	0.00	2,849.58
FCCLA	1,046.30	0.00	0.00	0.00	1,046.30
FFA	380.79	1,687.74	2,205.00	0.00	898.05
Football	5,061.82	130.91	0.00	0.00	4,930.91
Football FR	335.19	0.00	133.00	0.00	468.19
Girls BB	2,378.54	0.00	0.00	0.00	2,378.54
Girls BB FR	1,698.44	0.00	780.00	0.00	2,478.44
Girls Soccer	833.91	106.39	540.00	0.00	1,267.52
Girls Soccer Fundraiser	888.40	87.00	0.00	0.00	801.40
Golf	1,350.76	0.00	0.00	0.00	1,350.76
Golf FR	680.40	0.00	0.00	0.00	680.40
Homecoming	2,067.05	0.00	0.00	0.00	2,067.05
Honor Society	972.55	454.99	503.70	0.00	1,021.26
HS Girls Wresting Fundraiser	1,428.26	0.00	0.00	0.00	1,428.26
HS Girls Wrestling	2,654.67	0.00	0.00	0.00	2,654.67
HS Student Council	1,665.39	0.00	0.00	0.00	1,665.39
M Club	5,326.04	0.00	0.00	0.00	5,326.04
MS Activity Acct	2,949.63	0.00	79.32	0.00	3,028.95
MS Houses	2,004.85	0.00	0.00	0.00	2,004.85
MS Volleyball Fundraiser	100.08	0.00	0.00	0.00	100.08
Music Boosters	5,850.00	377.00	0.00	0.00	5,473.00
Musical	838.31	0.00	607.97	0.00	1,446.28
One Act Plays	1,914.62	0.00	0.00	0.00	1,914.62
Quiz Bowl	1,464.91	0.00	0.00	0.00	1,464.91
Resale	741.53	0.00	0.00	0.00	741.53
Scholarships	33,808.72	1,750.00	0.00	0.00	32,058.72
Secondary Act Acct	4,450.25	530.00	1,235.00	0.00	5,155.25
Soccer	2,537.98	106.39	520.00	0.00	2,951.59
Soccer FR	1,926.19	0.00	10.00	0.00	1,936.19
Speech	398.68	500.00	200.00	0.00	98.68
Sports Nutrition	127.53	0.00	101.05	0.00	228.58
Student Activity Fee	7,300.00	0.00	280.00	0.00	7,580.00

Teachers	2,563.71	0.00	0.00	0.00	2,563.71
Track	2,710.01	583.26	0.00	0.00	2,126.75
Track FR	2,511.74	75.00	160.00	0.00	2,596.74
Uniform Replacement	2,189.22	0.00	0.00	0.00	2,189.22
Volleyball	2,705.91	0.00	0.00	0.00	2,705.91
Volleyball FR	2,776.66	0.00	0.00	0.00	2,776.66
Water Quality Project	4,038.94	0.00	0.00	0.00	4,038.94
Weightroom	1,716.33	0.00	0.00	0.00	1,716.33
Wrestling	5,468.47	0.00	0.00	0.00	5,468.47
Wrestling FR	1,181.80	0.00	150.00	0.00	1,331.80
Yearbook	79.18	0.00	334.00	0.00	413.18
	187,366.13	**9,885.64**	**10,965.31**	**0.00**	**188,445.80**

Madison Public Schools					
LUNCH FUND	Fund 06				
May 2026					
Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
FUND BALANCE	47,564.73	47,393.36	42,786.14	0.00	42,957.51
	47,564.73	**47,393.36**	**42,786.14**	**0.00**	**42,957.51**

Madison Public Schools					
STUDENT ACTIVITY FEE	Fund 12				
May 2026					
Chart of Account Description	Beginning Balance	Expenses	Revenues	Balance Change	Balance
FUND BALANCE	51.59	0.00	0.00	0.00	51.59
	51.59	**0.00**	**0.00**	**0.00**	**51.59**

September 2025 Board Meeting:

Qualified Purpose Fund:		
Computershare	$ 700.00	Administrative Fees
Bond Fund:		
BOK Financial	$ 9,966.64	Principal/Interest Payment
Special Building Fund:		
Five Points Bank	$ 764,346.34	Principal/Interest payment

October 2025 Board Meeting:

Depreciation Fund:		
Matt Friend Truck Equipment	$ 17,138.73	Liftgate and Snowplow Replacement on pickup

November 2025 Board Meeting:

Bond Fund:		
BOK Financial	$ 198,268.75	Principal and Interest Due December 15, 2025

December 2025 Board Meeting:

Special Building Fund:		
Volkman Plumbing and Heating	$ 43,509.00	HVAC Installation
Fakler Architects	$ 25,000.00	Civil Engineering Survey
Depreciation:		
Master's Transportation	$ 40,099.00	Used Bus

January 2026 Board Meeting:

Special Building Fund:		
Fakler Architects	$11,740.00	Civil Engineering/Soil Borings & Analysis

February 2026 Board Meeting:

Special Building Fund:		
Fakler Architects	$ 36,500.00	Architectural Design/Structural Engineering
Lieb Locating	$ 1,584.00	General Locating Services

March 2026 Board Meeting:

Bond Fund:		
BOK Financial	$ 5,981.79	Bond Payment
Special Building Fund:		
Five Points Bank	$ 61,614.57	Interest payment on Elementary Project
Fakler Architects	$ 149,000.00	Architectural, Civil, MEP and Structural Engineering

April 2026 Board Meeting:

Special Building Fund:		
Fakler Architects	$ 11,702.94	Nebraska State Fire Marshall Plan and Owner Changes

May 2026 Board Meeting:

Special Building Fund:		
Fakler Architects	$ 31,075.00	Bidding phase/Bidding Phase Nemaha
Bond Fund:		

	BOK Financial	$ 2,732.50	Interest/Paying Agent Fee on Bond
June 2026 Board Meeting:			
Special Building Fund:			
	Fakler Architects	$ 11,473.40	Construction Phase Charges
	Nemaha	$ 264,653.10	Complex Project
QP Fund:			
	Applied Connective	$ 5,556.63	Access Control/Video Intercom Down Payment

Vendor Name	Invoice	Description	Amount	
Checking 1				
Checking 1 Fund: 01 GENERAL FUND				
A TO Z VAC.N.SEW	2531	SUPPLIES	679.95	
			Vendor Total:	**679.95**
ALBRACHT DISPOSAL SERVICE	126902	WASTE DISPOSAL	360.00	
ALBRACHT DISPOSAL SERVICE	126903	WASTE DISPOSAL	335.00	
			Vendor Total:	**695.00**
AMAZON CAPITAL SERVICES	11H4-P1NW-D1H6	SUPPLIES	136.13	
AMAZON CAPITAL SERVICES	11LX-6KQD-P1CM	SUPPLIES	418.55	
AMAZON CAPITAL SERVICES	11LX-6KQD-RH6C	SUPPLIES	61.98	
AMAZON CAPITAL SERVICES	11N4-CY7W-C4FK	SUPPLIES	14.99	
AMAZON CAPITAL SERVICES	11N4-CY7W-C9VL	SUPPLIES	104.22	
AMAZON CAPITAL SERVICES	137G-GFVX-F9R6	SUPPLIES	330.00	
AMAZON CAPITAL SERVICES	13C7-FDJX-CMRW	SUPPLIES	33.24	
AMAZON CAPITAL SERVICES	13DC-R4XQ-CL4Q	SUPPLIES	441.29	
AMAZON CAPITAL SERVICES	13P1-PXXN-CCWC	SUPPLIES	37.70	
AMAZON CAPITAL SERVICES	13TQ-HP7V-3V6T	SUPPLIES	265.90	
AMAZON CAPITAL SERVICES	14MD-TTH6-CJCM	SUPPLIES	122.72	
AMAZON CAPITAL SERVICES	14MP-39MC-19PQ	SUPPLIES	576.05	
AMAZON CAPITAL SERVICES	14MP-39MC-6GMJ	SUPPLIES	446.65	
AMAZON CAPITAL SERVICES	14P1-3VYG-7RYC	SUPPLIES	38.77	
AMAZON CAPITAL SERVICES	14WF-7LXC-4D9X	SUPPLIES	54.72	
AMAZON CAPITAL SERVICES	16NQ-MY63-DYDD	SUPPLIES	179.10	
AMAZON CAPITAL SERVICES	177V-YV1G-C3RH	SUPPLIES	47.64	
AMAZON CAPITAL SERVICES	177V-YV1G-XXKP	SUPPLIES	352.13	
AMAZON CAPITAL SERVICES	17JW-0VHF-CRM7	SUPPLIES	182.01	
AMAZON CAPITAL SERVICES	19MG-PHNF-TLYP	SUPPLIES	13.59	
AMAZON CAPITAL SERVICES	19PH-VWPV-17DJ	SUPPLIES	165.11	
AMAZON CAPITAL SERVICES	19PH-VWPV-RGN1	SUPPLIES	64.99	
AMAZON CAPITAL SERVICES	1CJX-73P4-V1XK	SUPPLIES	254.27	
AMAZON CAPITAL SERVICES	1CNM-DL3V-CV1K	SUPPLIES	46.03	
AMAZON CAPITAL SERVICES	1CWQ-JJYM-Y79T	SUPPLIES	503.77	
AMAZON CAPITAL SERVICES	1CY7-JDTR-D3KG	SUPPLIES	323.89	
AMAZON CAPITAL SERVICES	1D4W-7FP1-FCWX	SUPPLIES	256.74	
AMAZON CAPITAL SERVICES	1D6N-GC4P-L6D7	SUPPLIES	136.43	
AMAZON CAPITAL SERVICES	1DPC-6V79-J9L9	SUPPLIES	160.55	
AMAZON CAPITAL SERVICES	1DPC-6V79-VLGJ	SUPPLIES	470.04	
AMAZON CAPITAL SERVICES	1DXK-6J4J-KPPX	SUPPLIES	107.09	
AMAZON CAPITAL SERVICES	1FGX-D6MC-J3NM	SUPPLIES	523.94	
AMAZON CAPITAL SERVICES	1G9D-4PW7-994F	SUPPLIES	13.99	
AMAZON CAPITAL SERVICES	1GGK-RKLJ-CVDV	SUPPLIES	131.93	
AMAZON CAPITAL SERVICES	1GGK-RKLJ-XG6C	SUPPLIES	16.10	
AMAZON CAPITAL SERVICES	1GGK-RKLLJ-XX9L	SUPPLIES	277.79	
AMAZON CAPITAL SERVICES	1HPR-DLYF-CNQJ	SUPPLIES	44.97	
AMAZON CAPITAL SERVICES	1HWJ-M3TN-4969	SUPPLIES	189.99	
AMAZON CAPITAL SERVICES	1HYY-NYYX-VCLJ	SUPPLIES	19.98	
AMAZON CAPITAL SERVICES	1J9J-VCKT-C19Y	SUPPLIES	131.95	
AMAZON CAPITAL SERVICES	1JFW-HRY9-6F3M	SUPPLIES	440.99	
AMAZON CAPITAL SERVICES	1JFW-HRY9-RPY4	SUPPLIES	60.28	
AMAZON CAPITAL SERVICES	1JVQ-RX16-P19R	SUPPLIES	190.86	
AMAZON CAPITAL SERVICES	1K77-RLF6-3GYQ	SUPPLIES	568.27	
AMAZON CAPITAL SERVICES	1LH1-KJT4-DJHL	SUPPLIES	107.61	
AMAZON CAPITAL SERVICES	1MR7-K77W-3KPF	SUPPLIES	84.57	
AMAZON CAPITAL SERVICES	1N9N-F1RQ-CMPY	SUPPLIES	189.93	

Vendor Name	Invoice	Description	Amount	
AMAZON CAPITAL SERVICES	1NGM-9H7F-QHHV	SUPPLIES	327.94	
AMAZON CAPITAL SERVICES	1NX6-16WX-3VFY	SUPPLIES	176.91	
AMAZON CAPITAL SERVICES	1Q4P-JTRH-WP71	SUPPLIES	340.14	
AMAZON CAPITAL SERVICES	1QLN-TJL3-1NMJ	SUPPLIES	5.99	
AMAZON CAPITAL SERVICES	1RLG-JJK1-1H6P	SUPPLIES	318.49	
AMAZON CAPITAL SERVICES	1TPL-6YQH-V33G	SUPPLIES	22.49	
AMAZON CAPITAL SERVICES	1TW9-PXG7-6LQR	SUPPLIES	34.95	
AMAZON CAPITAL SERVICES	1TWJ-7NX1-KM6C	SUPPLIES	389.29	
AMAZON CAPITAL SERVICES	1TWX-V9VF-K4RW	SUPPLIES	30.85	
AMAZON CAPITAL SERVICES	1V1J-F1GL-CKQD	SUPPLIES	93.97	
AMAZON CAPITAL SERVICES	1V1J-F1GL-CLWX	SUPPLIES	57.63	
AMAZON CAPITAL SERVICES	1W3N-F3WW-CWC7	SUPPLIES	439.42	
AMAZON CAPITAL SERVICES	1WRF-QNF3-WNK1	SUPPLIES	414.47	
AMAZON CAPITAL SERVICES	1XHC-GKF4-W7RK	SUPPLIES	133.07	
			Vendor Total:	**12,125.05**
APPEARA	0526 STMT	SERVICE	1,440.63	
			Vendor Total:	**1,440.63**
APPLE COMPUTER, INC.	AAA6009937	SUPPLIES	249.99	
APPLE COMPUTER, INC.	MC74828575	SUPPLIES	999.50	
			Vendor Total:	**1,249.49**
APPLE FINANCIAL SERVICES	104161	SUPPLIES	51,038.32	
			Vendor Total:	**51,038.32**
APPLIED CONNECTIVE TECHNOLOGIES	237330	MAINTENANCE	1,746.25	
			Vendor Total:	**1,746.25**
BOYS TOWN	CINV-00020992	SERVICES	3,380.00	
			Vendor Total:	**3,380.00**
BRADY & AMY'S	64466	FUEL	238.48	
BRADY & AMY'S	64549	SUPPLIES	86.07	
			Vendor Total:	**324.55**
CHOICE FOODS	050426 RECEIPT	SUPPLIES	129.65	
CHOICE FOODS	050426 RECEIPT -1	SUPPLIES	56.62	
CHOICE FOODS	050626 RECEIPT	SUPPLIES	10.50	
CHOICE FOODS	050726 RECEIPT	SUPPLIES	3.11	
CHOICE FOODS	051526 RECEIPT	SUPPLIES	106.95	
CHOICE FOODS	051826 RECEIPT	SUPPLIES	14.31	
CHOICE FOODS	052126 RECEIPT	SUPPLIES	40.74	
			Vendor Total:	**361.88**
CITY OF MADISON	0526 5045001	UTILITIES	515.98	
CITY OF MADISON	0526 5095001	UTILITIES	140.97	
CITY OF MADISON	0526 5097002	UTILITIES	115.20	
CITY OF MADISON	0526 5181001	UTILITIES	154.52	
CITY OF MADISON	0526 7007001	UTILITIES	2,380.94	
CITY OF MADISON	0526 7008001	UTILITIES	4,134.38	
CITY OF MADISON	0626 7007001	UTILITIES	2,011.21	
CITY OF MADISON	0626 7008001	UTILITIES	3,644.12	
			Vendor Total:	**13,097.32**

Vendor Name	Invoice	Description	Amount	
CUTTING EDGE LAWN CARE SERVICE	2805	LAWN CARE	3,750.00	
			Vendor Total:	**3,750.00**
EAKES OFFICE SOLUTIONS	9315488-3	SUPPLIES	154.38	
EAKES OFFICE SOLUTIONS	9315488-4	SUPPLIES	25.18	
EAKES OFFICE SOLUTIONS	9319681-2	SUPPLIES	151.28	
EAKES OFFICE SOLUTIONS	9334221-0	SUPPLIES	387.36	
EAKES OFFICE SOLUTIONS	9339672-0	SUPPLIES	73.80	
EAKES OFFICE SOLUTIONS	INV769093	SUPPLIES	2,987.23	
			Vendor Total:	**3,779.23**
EDUCATIONAL SERVICE UNIT #7	0426 STMT REG ED	SERVICES	2,692.16	
EDUCATIONAL SERVICE UNIT #7	0426 STMT SPED	SERVICES	3,782.44	
			Vendor Total:	**6,474.60**
ESTECH SYSTEMS INC	293881	PHONE SERVICE	1,286.03	
			Vendor Total:	**1,286.03**
FIELDS HARDWARE	0426 STMT	SUPPLIES	8.99	
			Vendor Total:	**8.99**
GOPHER	IN517211	SUPPLIES	124.70	
GOPHER	IN517211-	SUPPLIES	408.35	
			Vendor Total:	**533.05**
GRAINGER	9909208671	SUPPLIES	45.15	
			Vendor Total:	**45.15**
HELVIE, CATHY	0526 STMT	MILEAGE	382.80	
			Vendor Total:	**382.80**
HERMITAGE ART COMPANY, INC.	SINV-100015636	SUPPLIES	39.13	
			Vendor Total:	**39.13**
HERZ, PAUL	0526 STMT	MILEAGE	116.00	
			Vendor Total:	**116.00**
HY-VEE FOOD STORE	0426 STMT	SUPPLIES	0.10	
HY-VEE FOOD STORE	050426 RECEIPT	SUPPLIES	250.00	
HY-VEE FOOD STORE	050626 RECEIPT	SUPPLIES	383.22	
HY-VEE FOOD STORE	050626 RECEIPT - 2	SUPPLIES	89.61	
			Vendor Total:	**722.93**
HY-VEE FOOD STORES, INC	041426 RECEIPT	SUPPLIES	330.00	
			Vendor Total:	**330.00**
INQUISITIVE HQ INC	US-EFT-2154	SUPPLIES	684.00	
			Vendor Total:	**684.00**
J W PEPPER & SON INC	368588660	SUPPLIES	31.80	
			Vendor Total:	**31.80**
KAGAN	K145900	PROF DEV	5,990.00	
KAGAN	K145901	PROF DEV	4,448.00	
			Vendor Total:	**10,438.00**

Vendor Name	Invoice	Description	Amount	
KSB SCHOOL LAW	21565	LEGAL SERVICES	1,500.00	
			Vendor Total:	**1,500.00**
LEAF	20356590	COPIER LEASE	2,829.28	
			Vendor Total:	**2,829.28**
LEXIA LEARNING SYSTEMS, LLC	8826000	PROF DEV	399.00	
			Vendor Total:	**399.00**
LUNCHTIME SOLUTIONS, INC.	NE00003244	SUPPLIES	1,450.64	
			Vendor Total:	**1,450.64**
MENARDS - NORFOLK	90280	SUPPLIES	33.69	
MENARDS - NORFOLK	90507	SUPPLIES	71.92	
MENARDS - NORFOLK	90621	SUPPLIES	101.87	
MENARDS - NORFOLK	90630	SUPPLIES	19.99	
MENARDS - NORFOLK	90682	SUPPLIES	169.93	
MENARDS - NORFOLK	90854	SUPPLIES	12.42	
MENARDS - NORFOLK	90892	SUPPLIES	335.89	
MENARDS - NORFOLK	90949	SUPPLIES	84.99	
MENARDS - NORFOLK	91160	SUPPLIES	215.02	
MENARDS - NORFOLK	91228	SUPPLIES	129.98	
MENARDS - NORFOLK	91304	SUPPLIES	94.95	
MENARDS - NORFOLK	91506	SUPPLIES	81.23	
MENARDS - NORFOLK	91616	SUPPLIES	75.90	
MENARDS - NORFOLK	91686	SUPPLIES	190.87	
MENARDS - NORFOLK	91843	SUPPLIES	82.14	
			Vendor Total:	**1,700.79**
NEBR RURAL COMMUNITY SCHOOLS	2026 GOLF REG	REGISTRATION	180.00	
			Vendor Total:	**180.00**
NEBRASKA COUNCIL OF SCHOOL ADMINISTRATOR	26-27 MEMB PROBASCO	MEMBERSHIP	335.00	
			Vendor Total:	**335.00**
NETA SPRING CONFERENCE	930130	REGISTRATION	837.00	
			Vendor Total:	**837.00**
NORFOLK DAILY NEWS	SUBSCRIPTION 26-27	SUBSCRIPTION	450.00	
			Vendor Total:	**450.00**
ONE SOURCE	2022207180	BACKGROUND CHECK	75.00	
			Vendor Total:	**75.00**
OTIS ELEVATOR COMPANY	F10000290692	ELEVATOR MAINTENANCE	175.00	
			Vendor Total:	**175.00**
PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	3322540661	METER LEASE	165.54	
			Vendor Total:	**165.54**
PITZER DIGITAL LLC	1000735	PUBLICATIONS	74.51	
PITZER DIGITAL LLC	1001800	PUBLICATIONS	11.48	
PITZER DIGITAL LLC	1001802	PUBLICATIONS	11.48	

Vendor Name	Invoice	Description	Amount	
PITZER DIGITAL LLC	1002180	PUBLICATIONS	73.54	
PITZER DIGITAL LLC	1002181	PUBLICATIONS	34.76	
			Vendor Total:	**205.77**
SCHOOL SPECIALTY LLC	929380	SUPPLIES	691.72	
SCHOOL SPECIALTY LLC	931239	SUPPLIES	134.88	
			Vendor Total:	**826.60**
SECURITY SHREDDING SERVICES	24463	DISPOSAL	40.00	
			Vendor Total:	**40.00**
SHORT STOP, THE	720703	FUEL	2,887.23	
			Vendor Total:	**2,887.23**
STAAB MANAGEMENT COMPANY- PIZZA HUT MADISON	051826 RECEIPT	SUPPLIES	27.00	
			Vendor Total:	**27.00**
SWEETWATER	50179623	SUPPLIES	304.98	
			Vendor Total:	**304.98**
THREE CLOVER MOWING	0002-26	LAWN CARE	1,400.00	
			Vendor Total:	**1,400.00**
TNTP INC	CINV260510680	TRAINING	26,901.00	
			Vendor Total:	**26,901.00**
UNITED ART & EDUCATION	INV361843	SUPPLIES	285.99	
			Vendor Total:	**285.99**
VOLKMAN PLUMBING & HEATING	223130	MAINTENANCE	866.00	
VOLKMAN PLUMBING & HEATING	223165	MAINTENANCE	3,215.28	
			Vendor Total:	**4,081.28**
WALMART TREVIPAY	2a08821a	SUPPLIES	139.37	
			Vendor Total:	**139.37**
WATER ENGINEERING INC	IN247566	WATER SERVICE	308.79	
WATER ENGINEERING INC	IN247570	WATER SERVICE	217.12	
			Vendor Total:	**525.91**
WINNERS' CIRCLE	58488	SUPPLIES	495.94	
WINNERS' CIRCLE	58534	SUPPLIES	245.27	
			Vendor Total:	**741.21**
WOODRIVER ENERGY	500634	UTILITIES	3,027.25	
			Vendor Total:	**3,027.25**
YANKTON MEDICAL CLINIC PC	052226 STMT	SERVICE	135.00	
			Vendor Total:	**135.00**
			Fund Total:	**166,385.99**
			Checking Account Total:	**166,385.99**

Sports Complex/Elementary Playground
Financial Report

Costs to date:

December	Fakler Architects	$ 25,000.00	Civil Engineering Survey
January	Fakler Architects	$ 11,740.00	Civil Engineering/Soil Borings & Analysis
February	Fakler Architects	$ 36,500.00	Architectural Design/Structural Engineering
February	Lieb Locating	$ 1,584.00	General Locating Services
March	Fakler Architects	$ 149,000.00	Architectural, Civil, MEP and Structural Engineering
April	Fakler Architects	$ 11,702.94	Nebraska State Fire Marshal Plan/Owner Changes
May	Fakler Architects	$ 31,075.00	Bidding Phase of Project/Nemaha Bidding
Initial Investments from Special Building Fund:		**$ 266,601.94**	

Draw from Leased Funds:

June	Fakler Architects	$ 11,473.40	Construction Phase
June	Nemaha	$ 264,653.10	Draw Request #1
		$ 276,126.50	

$ 542,728.44 Total of initial investment/draw from leased funds

MADISON PUBLIC SCHOOLS

TREASURER'S REPORT

May 31, 2026

				BALANCE	Last year's balance
General Fund					
Balance Forward as of	April 30, 2026			**$2,427,710.40**	
Receipts		+	$ 2,510,672.45		
Expenditures		-	$ 997,044.24		
Balance as of	May 31, 2026			**$3,941,338.61**	$5,067,534.05
Employee Benefit Fund					
Balance Forward as of	April 30, 2026			$11,297.71	
Receipts		+	$ 4,203.94		
Expenditures		-	$ 5,321.84		
Balance as of	May 31, 2026			**$10,179.81**	$12,454.38
Petty Cash Fund					
Balance Forward as of	April 30, 2026			$2,432.57	
Receipts		+	$ 73.16		
Expenditures		-			
Balance as of	May 31, 2026			**$2,505.73**	$1,355.98
Total Assets for General Fund				**$3,954,024.15**	$5,081,344.41
Depreciation Fund					
Balance Forward as of	April 30, 2026			$520,753.20	
Receipts		+	$ 1,092.44		
Expenditures		-			
Balance as of	May 31, 2026			**$521,845.64**	$316,713.83
Bond Fund					
Balance Forward as of	April 30, 2026			$205,977.98	
Receipts		+	$ 59,710.96		
Expenditures		-	$ 2,732.50		
Balance as of	May 31, 2026			**$262,956.44**	$183,991.55
Qualified Capital Purpose Fund					
Balance Forward as of	April 30, 2026			$637,451.34	
Receipts		+	$ 1,340.93		
Expenditures		-			
Balance as of	May 31, 2026			**$638,792.27**	$651,918.30
Special Building Fund					
Balance Forward as of	April 30, 2026			$1,885,507.00	
Receipts		+	$ 431,756.06		
Expenditures		-	$ 31,075.00		
Balance as of	May 31, 2026			**$2,286,188.06**	$2,268,356.14
Investment Checking					
Balance Forward as of	April 30, 2026			$377,513.90	
Receipts		+	$ 852.39		
Expenditures		-	$ -		
Balance as of	May 31, 2026			**$378,366.29**	$367,316.66

	GENERAL FUND RECEIPTS	Through May 31, 2026				
LINE #	DESCRIPTION	BUDGET		CURRENT RECEIPTS		
	TOTAL LOCAL	$ 6,614,381.00		$ 5,888,958.14		
	TOTAL STATE AID	$ 818,170.00		$ 822,248.38		
	TOTAL FEDERAL	$ 1,050,849.00		$ 1,540,141.83		
1510	Interest			$ 56,570.43		
1800	Community Service (ChildCare)			$ 57,195.00		
1925	Grants/Donations			$ 3,600.00		
2210	ESU Receipts			$ 1,637.30		
3120	SPED Reimbursement			$ 818,774.00		
3125	SPED - Transportation			$ 34,798.00		
3155	Textbook Loan					
3400	State Apportionment			$ 147,591.53		
3551	Education Quest			$ 20,500.00		
3512	Distance Learning					
3535	High Ability Learners			$ 6,182.00		
3590/3599	Other State Receipts			$ 2,595.30		
4105	ERate					
4212	Title I - Support For Improvement			$ 31,600.00		
4301	CLSD			$ 25,210.00		
4310	REAP					
4421/22/23	IDEA - ARP					
4505	Title I			$ 85,756.00		
4508	Title ID Delinquent Ed			$ 35,192.00		
4509	Title IIA			$ 27,140.00		
4510	Title IV ESSA					
4512	IDEA Base					
4516/4518	Idea Prop Share/Poverty			$ 129,492.00		
4521	IDEA PS			$ 9,618.00		
4525	Perkins			$ 8,408.86		
4526	Migrant					
4530	Family Litercy/Other Federal Receipts					
4531	21st Century			$ 28,563.00		
4708	Medicaid in Public Schools			$ 7,552.06		
4709	Neb-Mac Funds			$ 1,152.89		
4991/4969	ESSA			$ 18,389.00		
4998	ESSER			$ 5,311.95		
4996/4998	ARP					
5200	Transfers			$ 44.15		
5690/9000	Misc Non Revenue Receipts/Transfers			$ 33,838.79		
			ESTIMATED BUDGET OF EXPENDITURES			
		CURRENT BUDGET		CURRENT SPENDING		Remaining
1100	REGULAR EDUCATION	$ 5,600,000.00		$ 3,675,479.73		34%
1200	SPECIAL EDUCATION	$ 1,500,000.00		$ 1,000,164.76		33%
2100/2190	SUPPORT SERVICES - PUPILS	$ 850,000.00		$ 713,294.50		16%
2200	SUPPORT SERVICES - STAFF	$ 400,000.00		$ 184,639.06		54%
2310	BOARD OF EDUCATION	$ 50,000.00		$ 25,718.06		49%
2320	EXECUTIVE ADMINISTRATION	$ 250,000.00		$ 159,979.50		36%
2330	DISTRICT LEGAL SERVICES	$ 10,000.00		$ 7,432.50		26%
2410	OFFICE OF THE PRINCIPAL	$ 400,000.00		$ 462,143.82		-16%
2500	GENERAL ADMINISTRATION/BS	$ 350,000.00		$ 202,864.35		42%
2600	MAIN. & OPERATION OF BLDS.	$ 1,200,000.00		$ 770,296.72		36%
2650	VEHICLE ACQUISITION	$ 150,000.00				
2710	REGULAR TRANSPORTATION	$ 150,000.00		$ 102,729.61		32%
2712/2730	SCHOOL AGE SPED TRAN.	$ 100,000.00		$ 78,515.06		21%
3300	COMMUNITY SERVICES (Childcare)	$ 200,000.00		$ 172,641.49		
3400	PRIVATE/CATEGORICAL GRANTS	$ 10,000.00		$ 3,600.00		
3535/3551	STATE PROGRAMS	$ 20,000.00		$ 20,290.04		
6000	FEDERAL PROGRAMS	$ 1,000,000.00		$ 473,745.01		53%
8000	TRANSFER TO DEPRECIATION	$ -				
8000	TRANSFER TO ATHLETICS/LUNCH	$ 70,000.00				
	BUDGET GROWTH	$ 492,668.00				100%
	TOTAL BUDGET	$ 12,802,668.00		$ 8,053,534.21		37%

Madison Public Schools

Justin Frederick
Superintendent
Jim Crilly
HS Principal
Reid Ehrisman
MS Principal/EL
Karla Kush
Elementary Principal

700 So Kent St.
P.O. Box 450
Madison, NE 68748
District Phone (402) 454-3336 Fax (402) 454-2238
Elementary Phone (402) 454-2656 Fax (402) 454-3978

Travis Jordan
Director of CAI
Landonn Mackey
Athletic Director
Celine Filsinger
Office Manager/HR

The mission of Madison Public Schools is to prepare students to be competent, confident, productive, and responsible citizens.

Transportation committee will meet at 6:45 to discuss our bus/van mileage. I also have a bid from Courtesy Ford of Norfok on a new 2027 Ford Transit van and it will be an action item on for the whole boards consideration.

The complex is really changing rapidly. The admin team and custodians will be doing a clean out of the volunteer trees out of the tree line on the west side of the complex on Tuesday, June 9. The company that is doing all the dirt work (Koch) will haul it all away for us.

The office in the elementary addition is near completion. The freezer/cooler at the MS/HS has been mostly installed.

One of the action items is breakfast/lunch prices for 2026-27. I think $.10 increase across the board would be appropriate this year. I will have a sheet to show at the board meeting.

I also have an action item to change out Jim and Travis on signing at the banks. This would be on the activity account and petty cash and the banks need record of a switch in the minutes.

I am sorry that the policies are so long. I put the original and the redline version, so they are very long. I also included the memo, which gives a pretty good idea of what is needing to be changed and weather or not they are required or just suggested.

Next month we will do some special hearings for the parent involvement, student fee, and bullying policies. We will still start at 7:00 and just push back the regular meeting a bit.

KAREN A. HAASE NE, SD, IA, WY, KS
STEVE WILLIAMS NE, SD
BOBBY TRUHE NE, SD
COADY H. PRUETT NE, CO, SD, KS
JORDAN JOHNSON NE, WY, NE

KSB SCHOOL LAW

TYLER COVERDALE SD
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MEMORANDUM

To: KSB Policy Service Subscribers

From: KSB School Law

Date: May 26, 2026

Re: Annual Policy Updates

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

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

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

Policy Changes

REVISION OF POLICY 2008: MEETINGS

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

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

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

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

This revision is required.

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

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

This change is required.

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

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

This change is required.

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

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

This change is required.

REVISION OF POLICY 3048: COMMUNICABLE DISEASE

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

This change is required.

REVISION OF POLICY 3057: TITLE IX (FULL VERSION)

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

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

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

NEW POLICY 3061: ACH ORIGINATOR POLICY

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

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

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

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

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

REVISION OF POLICY 4017: RELATIONS WITH EMPLOYEE COLLECTIVE BARGAINING ASSOCIATIONS

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

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

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

This change is required.

REVISION OF POLICY 4019: WORKPLACE INJURY PREVENTION AND SAFETY COMMITTEE

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

This change is required.

REVISION OF POLICY 4056: RESIGNATION OF CERTIFICATED STAFF

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

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

This change is required.

NEW POLICY 4065: STAFF USE OF AI TOOLS

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

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

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

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

REVISION OF POLICY 5001: COMPULSORY ATTENDANCE AND EXCESSIVE ABSENTEEISM

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

This change is required.

REVISION OF POLICY 5003: ADMISSION OF PART-TIME STUDENTS

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

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

(1) Activities regulated by an athletic/activities association (like NSAA): 5 credit hours;

(2) Activities regulated by some other governing body (like FFA): the number of credit hours the school offers based on what the governing body requires; and

(3) Activities not regulated by any governing body or athletic/activities association (like prom and chess club): the board may require up to 5 credit hours but can require fewer, even 0.

This change is required.

REVISION OF POLICY 5004: OPTION ENROLLMENT

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

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

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

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

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

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

REVISION OF POLICY 5035: STUDENT DISCIPLINE

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

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

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

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

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

This change is required.

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

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

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

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

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

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

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

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

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

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

This policy revision is optional.

REVISION OF POLICY 6038: STUDENT USE OF AI TOOLS

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

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

This policy, and the changes, are optional.

NEW POLICY 6046: RIGHT TO ACCESS SCHOOL LIBRARY MATERIALS

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

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

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

This policy is required.

Form Changes

Special Education Procedures

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

Policy 5004 - Related Option Enrollment Resources

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

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

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

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

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

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

Policy 6046 - Right to Request Notification of Library Books

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

Other Issues To Consider

LB 258: Minimum Wage

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

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

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

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

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

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

LB 745: High School Equivalency Diploma

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

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

LB 803: Pink Postcards for Everyone!

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

LB 824: NPERS 120 Days

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

LB 935: Swatting

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

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

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

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

LB 935: Attorney Fees

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

LB 940: Color Additives

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

LB 1126: Public-Private Partnership Contracts

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

KSB Evaluation Platform Suite

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

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

CONCLUSION

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

2008
Meetings

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

1. Types of Meetings

    a. The board shall hold its regular meetings on or before the third Monday of each month.

    b. Special and emergency meetings may be called as provided by law.

    c. The board may schedule work sessions and retreats in order to provide board members and administrators with the opportunity to plan, research, and engage in discussion.

2. Notice

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

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

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

3. Minutes

a. The board shall keep minutes of all meetings showing the time, place, members present and absent, the method(s) and date(s) of the meeting notice, and the substance of all matters discussed.

b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session, and the record shall state how each member voted, or if the member was absent or not voting.

c. The meeting minutes shall be published on the school district's website within ten working days of the last meeting or prior to the next convened meeting, whichever occurs earlier. The minutes shall be available on the website for at least six months.

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

Adopted on: _____
Revised on: _____
Reviewed on: _____

2008
Meetings

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

1. Types of Meetings

   a. The board shall hold its regular meetings on or before the third Monday of each month.

   b. Special and emergency meetings may be called as provided by law.

   c. The board may schedule work sessions and retreats in order to provide board members and administrators with the opportunity to plan, research, and engage in discussion.

2. Notice

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

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

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

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

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Deleted: Publication Procedure if the Newspaper Will Be Finalized for Printing Prior to the Time and Date of the Meeting. Notice of regular and special meetings shall be (1) published in a newspaper of general circulation within the district that is finalized for printing prior to the time and date of the meeting, (2) posting on the newspaper's website, if available, and (3) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers. ¶
¶
Publication Procedure if the Newspaper Will Not Be Finalized for Printing Prior to the Time and Date of the Meeting. Notice of regular and special meetings shall be (1) posting on the newspaper's website, if available, and (2) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the school district's jurisdiction is to be finalized for printing prior to the time and date of the meeting.¶

Deleted: Newspapers of general circulation in the district include the [redacted]. Such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the school during the normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting on the school district's website, posting in three prominent places within the school district, or by any other appropriate method designated by the board.

Deleted: In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the school district will (1) post the notice on its website, if available, (2) request the newspaper submit a post on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (3) post the notice in a conspicuous public place in the school district's jurisdiction. The school district will keep a written record of the posting and the written request to the newspaper.¶

the next regular business day.

3. Minutes

a. The board shall keep minutes of all meetings showing the time, place, members present and absent, the method(s) and date(s) of the meeting notice, and the substance of all matters discussed.

b. Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the board in open session, and the record shall state how each member voted, or if the member was absent or not voting.

c. The meeting minutes shall be published on the school district's website within ten working days of the last meeting or prior to the next convened meeting, whichever occurs earlier. The minutes shall be available on the website for at least six months.

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

Adopted on: _____
Revised on: _____
Reviewed on: _____

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

Deleted: The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public record

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3003
Bidding for Construction, Remodeling, Repair, or Site Improvement

I. Applicability of this policy.

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

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

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

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A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than $136,000.

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

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III. Formal Bidding for Major Purchases and Construction

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

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

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

C. Advertising for Bids

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

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

D. Bid Documents

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

2. The invitation for bids will be sufficiently certain and specific, will include any specifications and pertinent attachments, and will define the items or services in order to allow the bidder to properly respond.

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

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

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

6. Sealed bids will be opened in a place and at the specific time

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

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

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

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

Adopted on: _____
Revised on: _____
Reviewed on: _____

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

I. Applicability of the Policy

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

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

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

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

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

C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with

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

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

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A. Methods of Bidding/Soliciting Quotations or Estimates

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

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

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

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

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

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

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

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Pursuant to Nebraska law, construction projects which have an

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

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

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

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

2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

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

4. The contract will be awarded to the lowest responsive and responsible bidder.

a) Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.

b) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.

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

5. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills,

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

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

B. Advertising for Bids.

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

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

C. Bid Documents

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

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

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

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

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

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

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

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

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

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

V. Other Contract Matters.

A. Required Terms

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

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B. Contracting with Certain Vendors

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

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

C. Full and Open Competition

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

D. Debarment and Suspension

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

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

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

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E. Settlements of Issues Arising Out of Contract

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

F. Record Keeping

1. Record Retention

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

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

b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.334.

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

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

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

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

VI. Conflict of Interest and Code of Conduct

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

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

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

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

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

C. Favors and Gifts

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

D. Enforcement

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

VII. Financial Management

A. Identification.

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

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

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

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

E. Budget Control

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

F. Payment Methods

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

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

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

G. Allowability of Costs

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

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

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

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

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

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

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

I. Cost Sharing or Matching

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

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

J. Documentation of Personnel Expenses

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

VIII. Other Contract Matters.

A. Required Terms

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

Deleted: 326

B. Contracting with Certain Vendors

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

area firms are used when possible consistent with state law.

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

C. Record Keeping

1. Record Retention

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

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

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

2. Maintenance of Procurement Records

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

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

D. Privacy

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

Adopted on: _____
Revised on: _____
Reviewed on: _____

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

I. Applicability of the Policy

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

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

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

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

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

C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with

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

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

A. Methods of Bidding/Soliciting Quotations or Estimates

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

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

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

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

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

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

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

Pursuant to Nebraska law, construction projects which have an

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

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

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

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

2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

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

4. The contract will be awarded to the lowest responsive and responsible bidder.

a) Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.

b) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.

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

5. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills,

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

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

B. Advertising for Bids.

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

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

C. Bid Documents

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

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

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

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

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

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

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

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

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

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

V. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

C. Full and Open Competition

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

D. Debarment and Suspension

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

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

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

E. Settlements of Issues Arising Out of Contract

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

F. Record Keeping

1. Record Retention

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

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

b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.334.

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

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

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

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

VI. Conflict of Interest and Code of Conduct

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

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

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

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

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

C. Favors and Gifts

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

D. Enforcement

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

VII. Financial Management

A. Identification.

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

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

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

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

E. Budget Control

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

F. Payment Methods

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

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

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

G. Allowability of Costs

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

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

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

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

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

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

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

I. Cost Sharing or Matching

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

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

J. Documentation of Personnel Expenses

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

VIII. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

area firms are used when possible consistent with state law.

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

C. Record Keeping

1. Record Retention

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

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

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

2. Maintenance of Procurement Records

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

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

D. Privacy

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

Adopted on: _____
Revised on: _____
Reviewed on: _____

3057
Title IX Policy

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

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

- **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

- **Formal complaint** means a document or electronic submission filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment and requesting that the district investigate the allegation of sexual harassment. At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity.

- **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

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

- **Sexual harassment** means conduct on the basis of sex where (1) An employee of the district conditions the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct; (2) An individual experiences unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies the person equal access to the district's education program or activity; (3) An individual experiences a sexual assault, dating violence, domestic violence, or

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

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

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

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

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

Response to Sexual Harassment

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

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

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

Grievance Process for Formal Complaints of Sexual Harassment

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

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

Grievance Procedure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

decision.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed, and any remedies provided;

- Any appeal and its result;

- Any informal resolution and its result; and

- All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website, then the district will make these materials available upon request for inspection by members of the public.

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

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

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

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

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

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

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

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

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

Adopted on: _____
Revised on: _____
Reviewed on: _____

3057
Title IX Policy

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

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

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

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

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

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Deleted: <#>**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¶

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- **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: _____

3048
Communicable Disease

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

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

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

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

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

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

School Attendance and Participation in School Sponsored Activities. The district will provide educational services to a student diagnosed with a communicable disease as required by law. The district will restrict the student as needed to prevent the spread of disease, to protect the student's health

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Deleted: **Communicable Diseases.** Communicable diseases are defined by the Nebraska Department of Health and Human Services in Title 173 Nebraska Administrative Code Chapter 1 and include HIV/AIDS, Hepatitis (A, B, and E), Measles, Mumps, and Tuberculosis. ¶
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School Attendance and Participation in School Sponsored Activities. A student who has been

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and privacy, and to protect others. Participation in Nebraska School Activities Association (NSAA) events is subject to NSAA rules and the provisions of the district activity handbook.

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

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

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

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

Adopted on: _____
Revised on: _____
Reviewed on: _____

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3048
Communicable Disease

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

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

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

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

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

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

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

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

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

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

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

Adopted on: _____
Revised on: _____
Reviewed on: _____

3061
ACH Originator

The District sends electronic payments through the ACH (Automated Clearing House) Network such as payroll direct deposits and/or vendor payments. Because of these payments, the District is classified as an ACH Originator. As an ACH Originator, the District complies with the National Automated Clearing House Association (NACHA) Operating Rules which govern the ACH Network. The District's bank requires compliance with the Rules as a condition of the District's ability to send ACH Payments.

Responsibilities. The District follows all terms of its Originating Depository Financial Institution/Originator Agreement with its bank. The District obtains a written authorization before sending any ACH payment. The District meets all processing deadlines set by the bank and NACHA. The District gives authorization records to the bank upon request within NACHA's required timeframes. The District keeps all sensitive banking information secure. When the District receives a Notification of Change, it updates the payment record before the next ACH transaction. When the District receives a return due to an error or unauthorized activity, it stops all related subsequent payments until instructions are received from the Bank. The District keeps its computer systems and network secure in line with its bank agreement. The District uses procedures to spot unauthorized payments. All employees with ACH duties will complete training, if required by the Bank or NACHA, and respond to audit requests. The District will implement internal controls and procedures to mitigate errors and risk of unauthorized ACH entries.

Fraud Monitoring. The District reviews ACH transactions for unusual patterns or amounts before submitting each file. If the District suspects an error or unauthorized ACH transaction, the District will: determine whether the problem is fraud, a scam, or an internal error; notify the bank right away; contact law enforcement if needed; and stop all related future ACH transactions.

Employee Training. All employees with ACH duties will complete any ACH origination training required by the District's designated bank(s).

Adopted on: _____
Revised on: _____
Reviewed on: _____

4017
Relations with Employee Collective Bargaining Associations

The board of education recognizes the right of staff members to belong to professional employee organizations. The board will negotiate with organizations that have been certified or recognized in accordance with public employee bargaining statutes. The board or administration will coordinate with certified or recognized organizations for purposes of collective bargaining.

The district will allow professional employee organizations to make reasonable use of district facilities for meetings outside the district's and the employees' work hours. With administrative approval, organizations may use district resources, post notices of meetings, and provide other information on bulletin boards designated for this purpose, and use district email and mailboxes for delivery of information specific to the organization. Organizations must pay for all supplies used, damage caused, or the loss or theft of borrowed property.

For purposes of recruiting new members, organizations may host or attend certain meetings of certificated staff outside the district's and the employees' work hours. Attendance at any staff meetings does not include all-staff, building-level, committee, or other meetings called by the district, unless those meetings are open to other organizations or if required by law.

Unless otherwise specified in this policy or permitted law, organizations will be treated equally, and the district will not designate any day or break by reference to any specific organization.

Adopted on: _____
Revised on: _____
Reviewed on: _____

Deleted: for bargaining purposes pursuant to state statutes

Deleted: employee associations

Deleted: established

Deleted: and will negotiate with local collective bargaining unit representatives at mutually agreeable times

Deleted: To facilitate an amicable relationship between the district and any local employee associations, the

Deleted: associations

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Deleted: associations

Deleted: -

Deleted: mail boxes

Deleted: employment-related

Deleted: Associations

4017
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Unless otherwise specified in this policy or permitted law, organizations will be treated equally, and the district will not designate any day or break by reference to any specific organization.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4019
Workplace Injury Prevention and Safety Committee

The school district is committed to providing and maintaining a safe work environment, and to taking reasonable precautions for the safety of the students, employees, visitors, and all others having business with this school district. Every employee should show concern for the safety of fellow employees, students, and members of the public. The district shall have a safety committee as required by Nebraska law. Members of the safety committee may be established through the collective bargaining process.

Deleted: shall

The committee will adopt and maintain a written injury prevention program. The committee will participate in the development of safety education, training, and the establishment of safety rules, policies and procedures pursuant to this policy, the district's written injury prevention program, or as otherwise provided by law. Training for employees will be conducted annually.

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Deleted: shall

Deleted: shall

The workplace injury prevention and safety committee will maintain minutes of all meetings and file them in the district office. The committee will implement accident investigation, record keeping procedures, safety rules, safety and health training, and policies. The district will maintain records for at least three years, or longer if directed by the Department of Labor.

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Deleted: shall

Deleted: shall

The committee will meet at least once every three months or more frequently in the event of an employee complaint or of a job-related injury or death. The workplace injury prevention and safety committee will keep written minutes of all meetings, and provide a copy to the superintendent or designee who will maintain the minutes in the district's administrative offices for a period of at least three years, unless otherwise instructed by the Department of Labor.

Deleted: shall

Deleted: shall

Deleted: shall

The workplace injury prevention and safety committee will develop an injury prevention plan and present it to the board. The plan should be developed and presented in the spirit of employees working together in a cooperative, non-adversarial effort to promote safety at the work sites within the district.

Deleted: shall

The superintendent or designee will assure that the safety training for employees is reviewed annually or more frequently, if needed. He or she will provide the following, as set forth in the initial written Employer's Injury Prevention Plan:

Deleted: shall

1. Initial safety orientation on rules, policies, and job specific procedures for new employees or employees who are assuming new and different duties within the school district, if appropriate.
2. Job specific training for employees before they perform potential hazardous work.
3. Periodic refresher training and dissemination of information on an annual basis, or more frequently if so designated by the administrator, for employees regarding the injury prevention plan of the unit and safety rules, policies, and procedures pertaining to safety within the school district.

In the event of a death in the workplace, the workplace injury prevention and safety committee will forward to the Department of Labor within 15 working days a copy of any review of the matter made by the workplace injury prevention and safety committee.

Deleted: shall

The superintendent or designee will establish or cause to be established record-keeping procedures to control and maintain all accident and injury records pertaining to accidents and injuries within the district or activities under the control of the district. Such records will be kept for at least three years, or longer if so advised by the Department of Labor.

Deleted: shall

Deleted: shall

The workplace injury prevention and safety committee will confer with the district's crisis team and will review the district's All-Hazard School Safety Plan upon its adoption by the crisis team.

Deleted: shall

Adopted on: _____
Revised on: _____
Reviewed on: _____

4019
Workplace Injury Prevention and Safety Committee

The school district is committed to providing and maintaining a safe work environment, and to taking reasonable precautions for the safety of the students, employees, visitors, and all others having business with this school district. Every employee should show concern for the safety of fellow employees, students, and members of the public. The district shall have a safety committee as required by Nebraska law. Members of the safety committee may be established through the collective bargaining process.

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The workplace injury prevention and safety committee will maintain minutes of all meetings and file them in the district office. The committee will implement accident investigation, record keeping procedures, safety rules, safety and health training, and policies. The district will maintain records for at least three years, or longer if directed by the Department of Labor.

The committee will meet at least once every three months or more frequently in the event of an employee complaint or of a job-related injury or death. The workplace injury prevention and safety committee will keep written minutes of all meetings and provide a copy to the superintendent or designee who will maintain the minutes in the district's administrative offices for a period of at least three years, unless otherwise instructed by the Department of Labor.

The workplace injury prevention and safety committee will develop an injury prevention plan and present it to the board. The plan should be developed and presented in the spirit of employees working together in a cooperative, non-adversarial effort to promote safety at the work sites within the district.

The superintendent or designee will assure that the safety training for employees is reviewed annually or more frequently, if needed. He or she will provide the following, as set forth in the initial written Employer's Injury Prevention Plan:

1. Initial safety orientation on rules, policies, and job specific procedures for new employees or employees who are assuming new and different duties within the school district, if appropriate.
2. Job specific training for employees before they perform potential hazardous work.
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The workplace injury prevention and safety committee will confer with the district's crisis team and will review the district's All-Hazard School Safety Plan upon its adoption by the crisis team.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4056
Resignation of Certificated Staff

Certificated staff members who know they will not be returning to employment at the school district for the following school year are encouraged to submit their resignations as early as possible, to enable the board to find suitable replacements. Unless otherwise required by law or contract, the following resignation requirements apply.

SELECT **ONE** OF THE FOLLOWING PARAGRAPHS

Staff members who submit their resignations to the board of education by the earlier of (a) April 15th or (b) the date designated in a written request of the school board or the administrators to accept employment for the next school year pursuant to section 79-829 (provided that such acceptance date may not be earlier than March 15th of each year) will be released from the next school year's contract. Staff members who refuse to fulfill their contractual obligations will be reported to the Commissioner of Education.

Deleted: Professional Practices Committee of the Nebraska Department of Education

OR

Staff members who submit their resignations to the board of education after _____ but before _____ **[insert whatever date your district uses]** will be released from the next school year's contract so long as the board is able to obtain the services of a suitable replacement. Suitability determinations will be made solely by the district and will be based upon, but not limited to, experience, quality, availability of adequate candidates, effect on extracurricular programs, class offerings, and effect on students. Staff members who refuse to fulfill their contractual obligations will be reported to the Commissioner of Education.

Deleted: Professional Practices Committee of the Nebraska Department of Education

Adopted on: _____
Revised on: _____
Reviewed on: _____

4056
Resignation of Certificated Staff

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OR

Staff members who submit their resignations to the board of education after _____ but before _____ **[insert whatever date your district uses]** will be released from the next school year's contract so long as the board is able to obtain the services of a suitable replacement. Suitability determinations will be made solely by the district and will be based upon, but not limited to, experience, quality, availability of adequate candidates, effect on extracurricular programs, class offerings, and effect on students. Staff members who refuse to fulfill their contractual obligations will be reported to the Commissioner of Education.

Adopted on: _____
Revised on: _____
Reviewed on: _____

4065
Staff Use of AI Tools

As used in this policy, artificial intelligence tools ("AI Tools") means machine-based resources that use computer science, algorithms, large language models, and/or machine learning to perform tasks, answer questions, collect information, and respond to human-directed tasks, queries, and objectives. AI Tools include, but are not necessarily limited to, commercially-available resources like ChatGPT, Gemini, Claude, and similar technologies. The board wants to encourage staff to use AI tools to support student learning in safe and lawful ways.

This policy works together with the district's policies on Student Use of AI Tools, Staff Internet and Computer Use, and Staff and District Social Media Use.

Tool Approval. Staff may not use an AI Tool with students or with student information unless a member of the district's administration has approved it. To use a new tool, staff must request approval from his/her supervising administrator first. Before approving a tool, the district will review the vendor's privacy and security practices, the kind of student information the tool would use, and whether a written data-sharing agreement with the vendor is required. The district will keep a list of approved AI Tools and the allowed uses for each.

I. Staff Expectations for Use of AI Tools in Education

A. Acceptable Use of AI Tools. Staff members must use their own professional oversight for any task they use AI Tools to complete and must carefully review the outputs of all AI Tools. Staff may use approved AI Tools to help with things like:

1. Drafting lesson plans, learning goals, and activities;
2. Assisting in initial review and feedback of student work;
3. Making reading passages or practice problems at different levels;
4. Drafting general messages like newsletters or announcements;
5. Finding resources or summarizing public information;
6. Drafting routine communications.

B. Protecting Student Information. Staff may upload student information into an AI Tool only when (a) the tool is district-approved, and (b) the vendor is bound by a written data-sharing agreement with terms that meet FERPA, COPPA, PPRA, and applicable state student data privacy laws. For this purpose, student information includes student names, ID numbers, education records, IEPs, Section 504 plans, evaluations, health records, and discipline records. This rule applies whether the staff member uses a district account, a personal account, a free version, or a paid version.

C. Recording and Transcription Tools. Staff may use AI recording or transcription tools only if:

1. The transcription tool has been approved by an administrator for use in the school context; and
2. All participants to the meeting are informed that the staff member is recording or transcribing the meeting.

The resulting recording or transcript may be subject to the district's retention and confidentiality policies.

D. Unacceptable Use of AI Tools in Education. Staff may never use AI tools to:

1. Upload FERPA-protected information about students without the express, written authorization from administrators who have assured themselves that such disclosure is lawful;
2. Relying solely on an AI Tool to grade student work that counts toward a grade or transcript or otherwise evaluate student academic progress;
3. Make or share deepfakes or fake images, audio, or video of any real person.
4. Make or share sexual or intimate images of any real person—even if the image is AI-generated;
5. Use AI to harass, bully, threaten, or impersonate any student, staff member, parent, board member, or community member;
6. Use AI to watch, track, or scan faces of students or staff outside of systems the board has approved;
7. Upload materials to AI if the copyright or license does not allow it;

8. Share district AI accounts or passwords with students or others;
9. Use district AI accounts for personal or business reasons; or
10. Use AI to bypass district network security, content filters, or device controls.

If any staff member is uncertain about the application of this policy to any AI Tool use, the staff member will check with a supervising administrator before use.

Adopted on: _____
Revised on: _____
Reviewed on: _____

5001
Compulsory Attendance and Excessive Absenteeism

"School success is 90 percent showing up; the other half is mental." Yogi Berra

Research on policies and practices that effectively encourage regular student attendance share some key components:

1. Education of parents regarding school attendance requirements.
2. Effective policies and practices to monitor attendance.
3. Clear definition of excessive absenteeism and a two-stage response to excessive absences.

The board has considered this educational research and used it to create the following policy on Compulsory Attendance and Excessive Absenteeism.

Required Attendance

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

Mandatory Attendance Age

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

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

Discontinuing Enrollment – 5 Year Old Students

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

school district until the beginning of the following school year unless otherwise required by law.

Discontinuing Enrollment – 16 and 17 Year Old Students

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

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

Prohibition on Discontinuing Enrollment – Abuse or Neglect Investigation

Upon notice from the Department of Health and Human Services, the District shall not facilitate the transfer or disenrollment of a student whose parent, guardian, or educational decisionmaker is subject to an active investigation by the Department for fourteen days or until further notice from the Department, whichever occurs first.

Attendance Officer

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

Excused Absences – Physical or Mental Illness

Absences shall be excused by a parent, guardian, or educational decision maker, as defined in section 79-530, of the child for physical or mental illness and as documented by a credentialed health professional, provided the

documentation supports such absence. In the instance of chronic illness, documentation shall be reviewed each semester.

Expectations for Regular Attendance:

1. Students are expected to attend every class, every day.
2. The only "excused" absences shall be:
   a.) absences when the Nebraska State Patrol confirms in writing that weather conditions have made the roads impassable so that the student's attendance impracticable or impossible;
   b.) student attendance at a school-sponsored activity;
   c.) student has been suspended or expelled from school by the school district; and
   d.) absences required by law enforcement, child protective services or a court of competent jurisdiction, confirmed in writing to the school district.
3. All other absences, including absences for minor physical or mental illnesses, family events, routine medical appointments are simply "absences."
4. Upon return from every absence or partial-day absence, students must remain after school for 30 minutes to meet with teachers, work on missed assignments or simply to study. The location and supervision of the student will be determined by the building principal in consultation with the student's classroom teacher(s).
5. Students must not be absent from any course more than seven days in any given quarter in order to earn academic credit for that course for that quarter. Students who lose credit in any given course due to absences may appeal that loss of credit to his/her building principal.

Deleted: a.) absences when a licensed health care provider has confirmed in writing that, in his/her professional medical opinion and within his/her scope of practice, the student or a child whom the student is parenting is so physically or mentally ill that attendance of the student is impracticable or impossible;¶
b

Deleted: c

Deleted: d

Deleted: e

Attendance Incentives:

Building principals will establish attendance incentives for their students. Those may include:

- Special Recognition of students who have 95% or greater attendance each quarter
- Excusal from certain classroom assignments (final exam, written report) for students with 95% or greater attendance each semester
- Special rewards (movie day, field day, extra recess) for students who have 95% or greater attendance

At the conclusion of each quarter building principals report to the board what incentives were implemented and the effectiveness of the incentive in improving student attendance and engagement.

When students are absent from school, district staff will respond as follows:

First Stage Response to Absences

1. A member of district staff will contact parent via telephone for every absence if the parent has not contacted the school in advance.
2. After a student's third absence in any given quarter, the school's attendance officer will schedule a meeting with the student's parents or guardians. That meeting will be documented on the attached form.
    a. This meeting must be attended by attendance officer, parents, social worker or principal, and the student (if appropriate)
    b. The meeting shall be documented
    c. The meeting shall develop a collaborative plan to assist the student in improving his/her attendance
3. Building principals must meet with teachers who have 10% of their students miss seven or more days of class in any given quarter to review strategies to increase student engagement. A consistent pattern of student absences from a teacher's classes may result in a formal remediation plan.
4. The superintendent must meet with the building principal if more than 10% of students miss seven or more days of class in any quarter to review strategies to improve the school building's climate. A consistent pattern of building-wide absenteeism may result in a formal remediation plan.

Second Stage Response to Absences

Students who accrue more than 20 absences in a school year may be referred to the county attorney for action under NEB. REV. STAT. § 43-247(3)(a) and (b).

Making Up Absences (Optional – Remove or revise based on your District's practices.)

When a student receives [X] unexcused absences or the hourly equivalent in any semester, the student shall be required to make-up those absences through attendance in [insert program]. Absences shall be made up at a rate of [insert rate.]

Adopted on: _____
Revised on: _____
Reviewed on: _____

5001
Compulsory Attendance and Excessive Absenteeism

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

Discontinuing Enrollment – 5 Year Old Students

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school district until the beginning of the following school year unless otherwise required by law.

Discontinuing Enrollment – 16 and 17 Year Old Students

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

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

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   a.) absences when the Nebraska State Patrol confirms in writing that weather conditions have made the roads impassable so that the student's attendance impracticable or impossible;
   b.) student attendance at a school-sponsored activity;
   c.) student has been suspended or expelled from school by the school district; and
   d.) absences required by law enforcement, child protective services or a court of competent jurisdiction, confirmed in writing to the school district.
3. All other absences, including absences for minor physical or mental illnesses, family events, routine medical appointments are simply "absences."
4. Upon return from every absence or partial-day absence, students must remain after school for 30 minutes to meet with teachers, work on missed assignments or simply to study. The location and supervision of the student will be determined by the building principal in consultation with the student's classroom teacher(s).
5. Students must not be absent from any course more than seven days in any given quarter in order to earn academic credit for that course for that quarter. Students who lose credit in any given course due to absences may appeal that loss of credit to his/her building principal.

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    c. The meeting shall develop a collaborative plan to assist the student in improving his/her attendance
3. Building principals must meet with teachers who have 10% of their students miss seven or more days of class in any given quarter to review strategies to increase student engagement. A consistent pattern of student absences from a teacher's classes may result in a formal remediation plan.
4. The superintendent must meet with the building principal if more than 10% of students miss seven or more days of class in any quarter to review strategies to improve the school building's climate. A consistent pattern of building-wide absenteeism may result in a formal remediation plan.

Second Stage Response to Absences

Students who accrue more than 20 absences in a school year may be referred to the county attorney for action under NEB. REV. STAT. § 43-247(3)(a) and (b).

Making Up Absences (Optional – Remove or revise based on your District's practices.)

When a student receives [X] unexcused absences or the hourly equivalent in any semester, the student shall be required to make-up those absences through attendance in [insert program]. Absences shall be made up at a rate of [insert rate.]

Adopted on: _____
Revised on: _____
Reviewed on: _____

5001
Compulsory Attendance and Excessive Absenteeism

Required Attendance

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

Mandatory Attendance Age

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

Exceptions

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

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

Discontinuing Enrollment – 5 Year Old Students

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

Discontinuing Enrollment – 16 and 17 Year Old Students

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

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

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Prohibition on Discontinuing Enrollment – Abuse or Neglect Investigation

Upon notice from the Department of Health and Human Services, the District shall not facilitate the transfer or disenrollment of a student whose parent, guardian, or educational decisionmaker is subject to an active investigation by the Department for fourteen days or until further notice from the Department, whichever occurs first.

Attendance Officer

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

Excused Absences – Physical or Mental Illness

Absences shall be excused by a parent, guardian, or educational decision maker, as defined in section 79-530, of the child for physical or mental illness and as documented by a credentialed health professional, provided the

documentation supports such absence. In the instance of chronic illness, documentation shall be reviewed each semester.

Excused Absences – Others

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

1. Severe weather
2. Medical appointments for the student
3. Death or serious illness of the student's family member
4. Attending a funeral, wedding or graduation
5. Appearance at court or for other legal matters
6. Observance of religious holidays of the student's own faith
7. College planning visits
8. Personal or family vacations

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Excessive Absenteeism

When a student receives 5 unexcused absences or the hourly equivalent in any semester, the Attendance Officer may send written notification of the student's total absences to the student's parent or guardian. When a student receives 10 unexcused absences or the hourly equivalent in any school year, the Attendance Officer will send written notification of the student's total absences to the student's parent or guardian and offer to meet with the student's parents or guardians to discuss any barriers to the student's attendance. When a student receives 15 unexcused absences or the hourly equivalent in any school year, the Attendance Officer will send written notification of the student's total absences to the student's parent or guardian and shall schedule a meeting with relevant stakeholders to discuss and address any barriers to the student's attendance, unless the Attendance Officer determines that such a meeting would not be productive in facilitating the student's regular attendance.

When a student is absent more than twenty days per year or the hourly equivalent and any portion of the absences is unexcused, the Attendance Officer

Making Up Absences (Optional – Remove or revise based on your District's practices.)

When a student receives [X] unexcused absences or the hourly equivalent in any semester, the student shall be required to make up those absences through attendance in [insert program]. Absences shall be made up at a rate of [insert rate.]

Adopted on: _____
Revised on: _____
Reviewed on: _____

5001
Compulsory Attendance and Excessive Absenteeism

Required Attendance

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

Mandatory Attendance Age

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

Exceptions

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

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

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Discontinuing Enrollment – 16 and 17 Year Old Students

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

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

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Attendance Officer

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

Excused Absences – Physical or Mental Illness

Absences shall be excused by a parent, guardian, or educational decision maker, as defined in section 79-530, of the child for physical or mental illness and as documented by a credentialed health professional, provided the

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Excused Absences – Others

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

1. Severe weather
2. Medical appointments for the student
3. Death or serious illness of the student's family member
4. Attending a funeral, wedding or graduation
5. Appearance at court or for other legal matters
6. Observance of religious holidays of the student's own faith
7. College planning visits
8. Personal or family vacations

Excessive Absenteeism

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When a student is absent more than twenty days per year or the hourly equivalent and any portion of the absences is unexcused, the Attendance Officer

Making Up Absences (Optional – Remove or revise based on your District's practices.)

When a student receives [X] unexcused absences or the hourly equivalent in any semester, the student shall be required to make up those absences through attendance in [insert program]. Absences shall be made up at a rate of [insert rate.]

Adopted on: _____
Revised on: _____
Reviewed on: _____

5003
Admission of Part-Time Students

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

Eligibility and Application for Enrollment. A student may be eligible for part-time enrollment if the student:

1. is of appropriate age to attend school;
2. is a resident of this school district;
3. is a resident of another school district attending a private, denominational, parochial, or exempt school, but only if
    a. this school district is the closest to the student's residence that offers the extracurricular sport or activity they desire to participate in, and their resident school district does not offer that sport or activity; or
    b. the school building the student would attend if accepted for part-time enrollment is closer than the school building the student attends or would attend at the resident district;
4. has not graduated from high school; and
5. has not received a graduate equivalency diploma.

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The parent or guardian must meet all of the district's admission requirements and file an application for enrollment on forms provided by the school district by _____ prior to the year of enrollment. For second semester high school courses, the application must be filed by _____. For students who move into the district mid-semester, the application must be filed within 20 days of moving into the district. The administration shall review the application, determine whether to approve or deny it, notify the parent or guardian, and schedule enrollment at an educationally appropriate time in the building or attendance center of the administration's choice. Enrollment does not carry over from one school year to the next, and the parent or guardian must apply for enrollment each school year.

Limitations Based on Resources. The part-time enrollment of students is subject to limitations for grades, classes, courses, and programs based on the

limited resources available to the school district. Full-time students shall be given priority for enrollment in grades, classes, courses, and programs.

Placement of Students. Students accepted for part-time enrollment shall be placed in courses for which they have adequate preparation and which are determined to be educationally appropriate based on criteria that include, but are not limited to the student's age, achievement test scores, academic record, evaluation by school personnel and any other standards used by the district for the placement of students.

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

Applicability of School Rules. Students accepted for part-time enrollment are subject to all rules and standards of the board of education and administration as set forth in policy, handbooks or other communications, as well as the rules and directives of the building administration and staff. They must remain on the school campus during scheduled classes but must leave the school campus when not engaged in a course, course-related activity, or an extracurricular activity or sport, unless the building principal approves their presence. Students who violate school policies, rules, or directives shall be subject to disciplinary procedures up to and including suspension and expulsion.

Extracurricular Sports and Activities. [OPTION 1: accredited private school students can't participate] Students who are enrolled in a private, denominational, or parochial school may not participate in extracurricular sports and activities sponsored by the school district.

[OPTION 2: accredited private school students can participate]. Students who are enrolled in a private, denominational, or parochial school may not participate in extracurricular sports and activities sponsored by the school district if they participate in extracurricular sports and activities at any other public, private, denominational, or parochial school. Any such students who desire to participate in extracurricular sports and activities at the school district must enroll in the following number of credit hours from the school district:

1. For extracurricular sports and activities regulated by an athletics or activities association in which this school district is a member: 5 credit hours.

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2. For extracurricular sports and activities governed by a national or state organization other than an athletics or activities association, such as FFA: the minimum number of credit hours offered by the school district as required by that national or state organization.
3. For extracurricular sports and activities not regulated or governed by any such entity: [INSERT NUMBER 0-5 credit hours].

Exempt school students may only participate in extracurricular sports and activities if they are enrolled in at least 20 total credit hours per semester, when combining the exempt school credit hours and credit hours taken on a part-time basis at the school district. Exempt school students are not eligible to participate in extracurricular sports and activities sponsored by the school district if they participate in any sport or activity sponsored by any other public, private, denominational, or parochial school. Any such students who desire to participate in extracurricular sports and activities at the school district must enroll in the following number of credit hours from the school district:

1. For extracurricular sports and activities regulated by an athletics or activities association in which this school district is a member: 5 credit hours.
2. For extracurricular sports and activities governed by a national or state organization other than an athletics or activities association, such as FFA: the minimum number of credit hours offered by the school district as required by that national or state organization.
3. For extracurricular sports and activities not regulated or governed by any such entity: [INSERT NUMBER 0-5 credit hours].

All students permitted to participate in extracurricular sports and activities under this policy must also meet all other eligibility requirements set by the board, administration, and coach/sponsor prior to participating and for continued participation in the sport or activity. This includes but is not limited to rules for completing courses; up/down lists for deficient grades and/or incompletes; and all eligibility and other requirements of the Nebraska School Activities Association and any other governing bodies for the activity or sport.

Transportation. Part-time school students are not entitled to transportation or reimbursement for transportation to and from the school for class attendance purposes, unless required by law. Eligible part-time students are entitled to transportation to and from practices and extracurricular events to the same extent as the school district's full-time students, but part-time students must arrange their own transportation and arrive timely to the designated pick-up point for such transportation.

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Option Enrollment. Students may not enroll on a part-time basis pursuant to the school's option enrollment program.

Adopted on: _____
Revised on: _____
Reviewed on: _____

5003
Admission of Part-Time Students

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

Eligibility and Application for Enrollment. A student may be eligible for part-time enrollment if the student:

1. is of appropriate age to attend school;
2. is a resident of this school district;
3. is a resident of another school district attending a private, denominational, parochial, or exempt school, but only if
    a. this school district is the closest to the student's residence that offers the extracurricular sport or activity they desire to participate in, and their resident school district does not offer that sport or activity; or
    b. the school building the student would attend if accepted for part-time enrollment is closer than the school building the student attends or would attend at the resident district;
4. has not graduated from high school; and
5. has not received a graduate equivalency diploma.

The parent or guardian must meet all of the district's admission requirements and file an application for enrollment on forms provided by the school district by _____ prior to the year of enrollment. For second semester high school courses, the application must be filed by _____. For students who move into the district mid-semester, the application must be filed within 20 days of moving into the district. The administration shall review the application, determine whether to approve or deny it, notify the parent or guardian, and schedule enrollment at an educationally appropriate time in the building or attendance center of the administration's choice. Enrollment does not carry over from one school year to the next, and the parent or guardian must apply for enrollment each school year.

Limitations Based on Resources. The part-time enrollment of students is subject to limitations for grades, classes, courses, and programs based on the

limited resources available to the school district. Full-time students shall be given priority for enrollment in grades, classes, courses, and programs.

Placement of Students. Students accepted for part-time enrollment shall be placed in courses for which they have adequate preparation and which are determined to be educationally appropriate based on criteria that include, but are not limited to the student's age, achievement test scores, academic record, evaluation by school personnel and any other standards used by the district for the placement of students.

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

Applicability of School Rules. Students accepted for part-time enrollment are subject to all rules and standards of the board of education and administration as set forth in policy, handbooks or other communications, as well as the rules and directives of the building administration and staff. They must remain on the school campus during scheduled classes but must leave the school campus when not engaged in a course, course-related activity, or an extracurricular activity or sport, unless the building principal approves their presence. Students who violate school policies, rules, or directives shall be subject to disciplinary procedures up to and including suspension and expulsion.

Extracurricular Sports and Activities. [OPTION 1: accredited private school students can't participate] Students who are enrolled in a private, denominational, or parochial school may not participate in extracurricular sports and activities sponsored by the school district.

[OPTION 2: accredited private school students can participate]. Students who are enrolled in a private, denominational, or parochial school may not participate in extracurricular sports and activities sponsored by the school district if they participate in extracurricular sports and activities at any other public, private, denominational, or parochial school. Any such students who desire to participate in extracurricular sports and activities at the school district must enroll in the following number of credit hours from the school district:

1. For extracurricular sports and activities regulated by an athletics or activities association in which this school district is a member: 5 credit hours.

2. For extracurricular sports and activities governed by a national or state organization other than an athletics or activities association, such as FFA: the minimum number of credit hours offered by the school district as required by that national or state organization.
3. For extracurricular sports and activities not regulated or governed by any such entity: [INSERT NUMBER 0-5 credit hours].

Exempt school students may only participate in extracurricular sports and activities if they are enrolled in at least 20 total credit hours per semester, when combining the exempt school credit hours and credit hours taken on a part-time basis at the school district. Exempt school students are not eligible to participate in extracurricular sports and activities sponsored by the school district if they participate in any sport or activity sponsored by any other public, private, denominational, or parochial school. Any such students who desire to participate in extracurricular sports and activities at the school district must enroll in the following number of credit hours from the school district:

1. For extracurricular sports and activities regulated by an athletics or activities association in which this school district is a member: 5 credit hours.
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3. For extracurricular sports and activities not regulated or governed by any such entity: [INSERT NUMBER 0-5 credit hours].

All students permitted to participate in extracurricular sports and activities under this policy must also meet all other eligibility requirements set by the board, administration, and coach/sponsor prior to participating and for continued participation in the sport or activity. This includes but is not limited to rules for completing courses; up/down lists for deficient grades and/or incompletes; and all eligibility and other requirements of the Nebraska School Activities Association and any other governing bodies for the activity or sport.

Transportation. Part-time school students are not entitled to transportation or reimbursement for transportation to and from the school for class attendance purposes, unless required by law. Eligible part-time students are entitled to transportation to and from practices and extracurricular events to the same extent as the school district's full-time students, but part-time students must arrange their own transportation and arrive timely to the designated pick-up point for such transportation.

Option Enrollment. Students may not enroll on a part-time basis pursuant to the school's option enrollment program.

Adopted on: _____
Revised on: _____
Reviewed on: _____

5004
Option Enrollment

The board of education supports the concept embodied in the Enrollment Option Program that parents and legal guardians have the primary responsibility for ensuring that their children receive the best education possible. Accordingly, the school district will participate in the option enrollment program and receive option students as provided herein.

1. Definitions

a. **Option Student Defined**. Option student means a nonresident student who has chosen to attend the school district under the provisions of the option enrollment program.

b. **Resident School District Defined.** Resident school district means the school district in which a student resides or in which the student is admitted as a resident of the school district pursuant to state law.

c. **Option School District Defined.** Option school district means the school district that a student chooses to attend other than his or her resident school district.

d. **Elementary School Defined.** Elementary school means grades K - _____.

e. **Middle School Defined.** Middle school means grades _____ - _____.

f. **High School Defined.** High school means grades _____ through 12.

g. **Individual Student Defined.** Individual Student means the individual person seeking to begin attendance as an option student in the school district and who such person's parent or legal guardian has identified in a written application for option enrollment submitted to the school board.

h. **Applicants Defined.** Applicants means the Individual Student together with all siblings of the Individual Student.

i. **Siblings Defined.** Siblings means all children residing in the same household on a permanent basis who have the same mother

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or father or who are stepbrother or stepsister to each other who have not received a high school diploma or its equivalent.

2. **Persons Entitled to Apply for Option Enrollment of Students.** Only parents and legal guardians may apply for option enrollment of students. Applications filed by foster parents and adults acting *in loco parentis* are not authorized and will be automatically denied.

3. **Duties, Entitlements and Rights of Option Students.** Except as otherwise provided herein, once an option student's option enrollment application has been accepted he/she shall be treated as a resident student of the school district.

4. **Automatic Acceptance.** The option school district must automatically accept applications of Individual Students under the following circumstances:

   a. The Individual Student relocates in a different school district but wants to continue attending his or her original resident school district and the Individual Student has been enrolled in his or her original resident school district for the immediately preceding two years (in which case the time deadlines are waived);

   b. The Individual Student relocates in a different school district but wants to continue attending the option school district (in which case the time deadlines are waived); or

   c. The Individual Student is a sibling of an option student enrolled in the option school district.

5. **Standards for Acceptance or Rejection of All Other Option Students.** For Individual Students not entitled to automatic acceptance as described in the preceding section, no application for option enrollment may be accepted if enrollment in the school district if any of the Applicants would exceed the school district's capacity as described in this section.

   a. **Special Education Capacity.** Capacity for special education services will be determined on a case-by-case basis. If an application for option enrollment received by the school district indicates that any of the Applicants has an individualized education program under the federal Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., or has been identified as a student with a disability as defined in section 79-1118.01, the

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application will be evaluated by the director of special education services or the director's designee who must determine if the school district and the appropriate class, grade level, or school building has the capacity to provide all of the Applicants the appropriate services and accommodations. The Federal Educational Rights and Privacy Rights Act (FERPA) (20 U.S.C. § 1232g) permits the release of education records when a student seeks or intends to enroll in a different school district.

b. **Numeric Capacity**. The board of education may set the numeric capacity of programs, classes, grade levels, or school buildings by operation of this policy or through freestanding action by the board. Numeric Capacity will be determined based upon available staff, facilities, projected enrollment of resident students, and projected number of students with which the option school district will contract based on existing contractual arrangements. Individuals seeking information about the numeric capacity set by the board may contact the superintendent for a copy of that resolution.

c. **Programmatic Capacity.** In addition to the numeric capacity standards referred to above, the board may, by resolution, prior to October 15 of each school year, declare a program, a class, or a school unavailable for the next school year to option students due to lack of capacity. Individuals seeking information about the programs that have been declared to be unavailable due to lack of capacity may contact the superintendent for a copy of the board's resolution.

d. **Other Standards for Acceptance or Rejection of Option Enrollment Applications.** In addition to the numeric and programmatic capacity standards outlined above, the school district shall not accept any application for option enrollment when enrollment of any of the Applicants:

i. Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to any of the Applicants;

ii. Would require the procurement of new equipment, technology, or furnishings;

iii. Would cause or require the rearrangement of caseloads for staff and contracted professionals;

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iv. Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;

v. May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.

e. Prohibited Standards. The school district shall not base the decision to accept or reject the application of the Individual Student on any of the Applicants' previous academic achievement, athletic or other extracurricular ability, disabling condition(s), proficiency in the English language, or previous disciplinary proceedings.

f. Order of Acceptance. If there are more option student applicants for any program, class, grade level or school building than can be accepted into such program, class, grade level or school building, applicants shall be accepted

i. in the order in which written applications were received by the school district.

g. Maximum Capacity Report. The school district will annually establish, publish, and report the capacity for each school building under the district's control pursuant to procedures, criteria, and deadlines established by the Nebraska Department of Education.

6. False or Misleading Option Applications. If, prior to the Individual Student's attendance as an option student, the school district discovers that a previously accepted option application contained false or substantively misleading information about any of the Applicants, the option application will be rejected.

7. Academic Credits and Graduation. The school district shall accept credits toward graduation that were awarded by another school district, and shall award a diploma to an option student if the student meets the graduation requirements of the school district.

8. Information Regarding Schools, Programs, Policies and Procedures. The school district, its officers and employees, shall make information about the school district and its schools, programs, policies and procedures available to all interested people.

9. Procedure for Students Optioning Into or Out of the School District.

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a. The parent or legal guardian of any student desiring to option into or out of the school district shall submit a proper and timely application to the board of education and the other affected school district for enrollment during the following and subsequent school years. Any application requiring the approval of the school district shall be deemed submitted when the application is actually received in the school district's business office.

b. On or before April 1st, the school district shall notify the parent or legal guardian of any Individual Student who has submitted an application to option into the school district and the resident school district, in writing, whether the application is accepted or rejected. If an application is rejected, the reason for such rejection shall be stated in the notification. This written notice shall be sent via certified mail to the address listed on the option application.

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10. Late Applications and Requests for Release

a. The board of education may refuse a request of a student seeking to option out of the school district when the option application is submitted after March 15th under the following conditions:

i. When the district has already entered into contracts with teaching staff for the following school year;

ii. When the district has already contracted for the performance of specific services for the student;

iii. When the release of the student would have a negative financial impact or loss of revenue for the district.

b. The board of education will approve late applications to option into the district under the following conditions:

i. When the resident district has released the student, or if the student is an option student at the time of such application and applying to become an option student at a subsequent option school district, a release approval from the option school district the student is attending at the time of such application;

ii. When the student's late enrollment into the district meets the standards for acceptance or rejection of option students contained elsewhere in this policy;

OR

b. The board of education will deny all applications to option into the district that are received by the district after March 15 of the school year prior to the student's requested enrollment.

c. The superintendent will notify parents or guardians who have submitted properly completed option applications after March 15th no later than 60 days following submission of the application of the board's acceptance or rejection of the application.

11. Students Who Do Not Need a Release from the Resident District

a. A student does not need to be released from his/her resident district or the option school district the student is attending at the time of application under the following circumstances:

i. When the student has relocated to a different resident school district after February 1

ii. When a student's option school district merges with another district effective after February 1

b. The school district shall accept or reject an application from a student under this paragraph using the criteria set forth in this policy and will accept or reject the application within forty-five days.

11. Cancellation of Option.

Students who option either into or out of the school district shall:

a. Attend the option school district until graduation or relocation/re-option in a different resident school district unless the student chooses to return to the resident school district, in which case the student's parent or legal guardian shall timely submit a cancellation form to the school board or board of education of the option school district and the resident school district for approval for the following year.

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b. Attend an option school district for not less than one school year unless the student relocates to a different resident school district, completes requirements for graduation prior to the end the school year, transfers to a parochial or private school, or upon mutual agreement of the resident and option school districts cancels the enrollment option and returns to the resident school district.

12. Authority of Superintendent.

The board of education authorizes the superintendent of schools to make decisions on its behalf pursuant to and to apply the criteria articulated by this policy in determining whether to grant or deny option enrollment applications.

Adopted on: _____
Revised on: _____
Reviewed on: _____

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Option Enrollment

The board of education supports the concept embodied in the Enrollment Option Program that parents and legal guardians have the primary responsibility for ensuring that their children receive the best education possible. Accordingly, the school district will participate in the option enrollment program and receive option students as provided herein.

1. Definitions

a. Option Student Defined. Option student means a nonresident student who has chosen to attend the school district under the provisions of the option enrollment program.

b. Resident School District Defined. Resident school district means the school district in which a student resides or in which the student is admitted as a resident of the school district pursuant to state law.

c. Option School District Defined. Option school district means the school district that a student chooses to attend other than his or her resident school district.

d. Elementary School Defined. Elementary school means grades K - _____.

e. Middle School Defined. Middle school means grades _____ - _____.

f. High School Defined. High school means grades _____ through 12.

g. Individual Student Defined. Individual Student means the individual person seeking to begin attendance as an option student in the school district and who such person's parent or legal guardian has identified in a written application for option enrollment submitted to the school board.

h. Applicants Defined. Applicants means the Individual Student together with all siblings of the Individual Student.

i. Siblings Defined. Siblings means all children residing in the same household on a permanent basis who have the same mother

or father or who are stepbrother or stepsister to each other who have not received a high school diploma or its equivalent.

2. **Persons Entitled to Apply for Option Enrollment of Students.** Only parents and legal guardians may apply for option enrollment of students. Applications filed by foster parents and adults acting *in loco parentis* are not authorized and will be automatically denied.

3. **Duties, Entitlements and Rights of Option Students.** Except as otherwise provided herein, once an option student's option enrollment application has been accepted he/she shall be treated as a resident student of the school district.

4. **Automatic Acceptance.** The option school district must automatically accept applications of Individual Students under the following circumstances:

   a. The Individual Student relocates in a different school district but wants to continue attending his or her original resident school district and the Individual Student has been enrolled in his or her original resident school district for the immediately preceding two years (in which case the time deadlines are waived);

   b. The Individual Student relocates in a different school district but wants to continue attending the option school district (in which case the time deadlines are waived); or

   c. The Individual Student is a sibling of an option student enrolled in the option school district.

5. **Standards for Acceptance or Rejection of All Other Option Students.** For Individual Students not entitled to automatic acceptance as described in the preceding section, no application for option enrollment may be accepted if enrollment in the school district if any of the Applicants would exceed the school district's capacity as described in this section.

   a. **Special Education Capacity.** Capacity for special education services will be determined on a case-by-case basis. If an application for option enrollment received by the school district indicates that any of the Applicants has an individualized education program under the federal Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., or has been identified as a student with a disability as defined in section 79-1118.01, the

application will be evaluated by the director of special education services or the director's designee who must determine if the school district and the appropriate class, grade level, or school building has the capacity to provide all of the Applicants the appropriate services and accommodations. The Federal Educational Rights and Privacy Rights Act (FERPA) (20 U.S.C. § 1232g) permits the release of education records when a student seeks or intends to enroll in a different school district.

b. **Numeric Capacity**. The board of education may set the numeric capacity of programs, classes, grade levels, or school buildings by operation of this policy or through freestanding action by the board. Numeric Capacity will be determined based upon available staff, facilities, projected enrollment of resident students, and projected number of students with which the option school district will contract based on existing contractual arrangements. Individuals seeking information about the numeric capacity set by the board may contact the superintendent for a copy of that resolution.

c. **Programmatic Capacity.** In addition to the numeric capacity standards referred to above, the board may, by resolution, prior to October 15 of each school year, declare a program, a class, or a school unavailable for the next school year to option students due to lack of capacity. Individuals seeking information about the programs that have been declared to be unavailable due to lack of capacity may contact the superintendent for a copy of the board's resolution.

d. **Other Standards for Acceptance or Rejection of Option Enrollment Applications.** In addition to the numeric and programmatic capacity standards outlined above, the school district shall not accept any application for option enrollment when enrollment of any of the Applicants:

i. Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to any of the Applicants;
ii. Would require the procurement of new equipment, technology, or furnishings;
iii. Would cause or require the rearrangement of caseloads for staff and contracted professionals;

iv. Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;

v. May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.

e. **Prohibited Standards.** The school district shall not base the decision to accept or reject the application of the Individual Student on any of the Applicants' previous academic achievement, athletic or other extracurricular ability, disabling condition(s), proficiency in the English language, or previous disciplinary proceedings.

f. **Order of Acceptance.** If there are more option student applicants for any program, class, grade level or school building than can be accepted into such program, class, grade level or school building, applicants shall be accepted

i. in the order in which written applications were received by the school district.

g. **Maximum Capacity Report.** The school district will annually establish, publish, and report the capacity for each school building under the district's control pursuant to procedures, criteria, and deadlines established by the Nebraska Department of Education.

6. **False or Misleading Option Applications.** If, prior to the Individual Student's attendance as an option student, the school district discovers that a previously accepted option application contained false or substantively misleading information about any of the Applicants, the option application will be rejected.

7. **Academic Credits and Graduation.** The school district shall accept credits toward graduation that were awarded by another school district, and shall award a diploma to an option student if the student meets the graduation requirements of the school district.

8. **Information Regarding Schools, Programs, Policies and Procedures.** The school district, its officers and employees, shall make information about the school district and its schools, programs, policies and procedures available to all interested people.

9. **Procedure for Students Optioning Into or Out of the School District.**

a. The parent or legal guardian of any student desiring to option into or out of the school district shall submit a proper and timely application to the board of education and the other affected school district for enrollment during the following and subsequent school years. Any application requiring the approval of the school district shall be deemed submitted when the application is actually received in the school district's business office.

b. On or before April 1st, the school district shall notify the parent or legal guardian of any Individual Student who has submitted an application to option into the school district and the resident school district, in writing, whether the application is accepted or rejected. If an application is rejected, the reason for such rejection shall be stated in the notification. This written notice shall be sent via certified mail to the address listed on the option application.

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ii. When the district has already contracted for the performance of specific services for the student;

iii. When the release of the student would have a negative financial impact or loss of revenue for the district.

b. The board of education will approve late applications to option into the district under the following conditions:

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ii. When the student's late enrollment into the district meets the standards for acceptance or rejection of option students contained elsewhere in this policy;

OR

b. The board of education will deny all applications to option into the district that are received by the district after March 15 of the school year prior to the student's requested enrollment.

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a. Attend the option school district until graduation or relocation/re-option in a different resident school district unless the student chooses to return to the resident school district, in which case the student's parent or legal guardian shall timely submit a cancellation form to the school board or board of education of the option school district and the resident school district for approval for the following year.

b. Attend an option school district for not less than one school year unless the student relocates to a different resident school district, completes requirements for graduation prior to the end the school year, transfers to a parochial or private school, or upon mutual agreement of the resident and option school districts cancels the enrollment option and returns to the resident school district.

12. Authority of Superintendent.

The board of education authorizes the superintendent of schools to make decisions on its behalf pursuant to and to apply the criteria articulated by this policy in determining whether to grant or deny option enrollment applications.

Adopted on: _____
Revised on: _____
Reviewed on: _____

5035
Student Discipline

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

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

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

"Parent" means parent, guardian, or educational decisionmaker of the student. "Educational decisionmaker" means a person designated or ordered by a court to make educational decisions on behalf of a child.

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

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

Pre-Kindergarten through Second Grade Students

Notwithstanding any other provision of this policy, an elementary school shall not suspend a student in pre-kindergarten through second grade unless the student:

1. Brings a deadly weapon as defined in section 28-109 onto school grounds, into a vehicle owned, leased, or contracted by a school being used for a school purpose or into a vehicle being driven for a school purpose by a school employee or his or her designee, or at a school-sponsored activity or athletic event; or
2. Engages in violent behavior capable of causing physical harm to another student or school employee.

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As an alternative to suspension, the school district may take any action authorized by law, including those provided in section 79-258.

Makeup Work for Suspended Students

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

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Short-Term Suspension

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

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

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to

further school purposes, or to prevent an interference with school purposes.

2. After the principal has determined that a short-term suspension is necessary, but prior to commencement of the short-term suspension, the student and the Parent will be given oral and written notice of the charges against the student. They will be advised of what the student is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to present evidence of the student's version of the facts.

3. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal will send a written statement to the student, and the student's Parent, describing:
   a. The student's conduct, misconduct or violation of the rule or standard;
   b. The reasons for the action taken;
   c. The actions made by the school to try to discontinue or alleviate the behavior of the student prior to considering suspension;
   d. Resources the school is able to provide or recommend to assist the student; and
   e. How the school plans to handle such behavior in the future, including an actionable plan aimed at maximizing strategies to keep the student in school.

4. An opportunity will be given to the student, and the student's Parent, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school and shall document such effort in writing. The Principal shall determine who, in addition to the Parent, is to attend the conference. If no conference has been held, a Parent may submit a written request to the suspending principal before the student returns to school.

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

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Emergency Exclusion

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

Weapons and/or Firearms

Weapons. No student may possess, handle, or transmit any weapon while on school grounds, in a school vehicle, or at any school activity or event off

school grounds except as permitted by this policy. ***Definition of Weapon.*** The term "weapon" means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.

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

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

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

Consequences - Firearm. Any student who brings a firearm, as that term is defined in 18 United States Code 921, to school will be expelled from school for one calendar year. The superintendent of schools and the board of education shall have the authority to modify the expulsion requirement on a case-by-case basis.

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

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

as practicable. Such firearms are subject to being destroyed by law enforcement authorities.

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

Long-Term Suspension

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

Expulsion

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.
2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's Parent. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board

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took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.

3. **Suspension of Enforcement of an Expulsion**: Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.
4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students, or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.
5. **Conclusion of Expulsion.** At the conclusion of an expulsion, the school district will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

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

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

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes. The board has determined that the use of synthetic media such as deepfakes may constitute "similar conduct";
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;

4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
    a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
    b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health

and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;

c. Violating school bus rules as set by the school district or district staff;
d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
f. Possession of pornography, including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically), including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
i. Bullying which shall include cyberbullying, defined as the use of the Internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and

posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;

j. Violations of the district's acceptable computer use policy;
k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
l. Using any object to simulate possession of a weapon;
m. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation;
n. Violation of the school's audio and video recording policy; and
o. Any other violation of any board policy, handbook provision, or rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

1. The decision to recommend discipline shall be made within two school days after learning of the alleged student misconduct. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's Parent with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:

Deleted: parents or guardian

   a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;

b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
c. Resources the school is able to provide or recommend to assist the student;
d. How the school plans to handle such behavior in the future, including an actionable plan aimed at maximizing strategies to keep the student in school;
e. A statement that, before long-term suspension, expulsion, or mandatory reassignment can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork or;
f. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
g. A statement that the principal, legal counsel for the school, the student, the student's Parent, or the student's representative has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
h. A form on which the student, the student's Parent may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail to the address provided on the form.

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3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
4. Nothing in this policy shall preclude the student, the student's Parent, or representative from discussing and settling the matter with

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appropriate school personnel prior to the time the long-term suspension, expulsion, or mandatory reassignment takes effect.

5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall recommend appointment of a hearing examiner within two school days after receipt of the hearing request. The student or the student's Parent may request designation of a hearing examiner other than the hearing examiner recommended by the superintendent if notice of the request is given to the superintendent within two school days after receipt of the superintendent's recommended appointment. Upon receiving such request, the superintendent must provide one alternative hearing examiner who is not an employee of the school district or otherwise currently under contract with the school district and whose impartiality may not otherwise be reasonably questioned. The student or the student's Parent must, within five school days, select a hearing examiner to conduct the hearing who was recommended or provided as an alternative hearing examiner, and shall notify the superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of such notice.
6. The hearing examiner must, within two school days after being appointed, give written notice to the principal, the student, and the student's Parent of the time and place for the hearing.
7. The hearing shall be held within a period of five school days after appointment of the hearing examiner, but such time may be changed by the hearing examiner for good cause with consent of the parties. No hearing shall be held upon less than two school days' actual notice to the principal, the student, and the student's Parent, except with the consent of all the parties.
8. The principal or legal counsel for the school, the student, the student's Parent, or representative have the right to receive a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession of the school board or board of education no later than forty-eight hours prior to the hearing.
9. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing examiner. The hearing will be held according to the requirements of section 79-269. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
10. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

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

Reporting Requirement to Law Enforcement

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

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

Adopted on: _____
Revised on: _____
Reviewed on: _____

5035
Student Discipline

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

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

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

"Parent" means parent, guardian, or educational decisionmaker of the student. "Educational decisionmaker" means a person designated or ordered by a court to make educational decisions on behalf of a child.

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

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

Pre-Kindergarten through Second Grade Students

Notwithstanding any other provision of this policy, an elementary school shall not suspend a student in pre-kindergarten through second grade unless the student:

1. Brings a deadly weapon as defined in section 28-109 onto school grounds, into a vehicle owned, leased, or contracted by a school being used for a school purpose or into a vehicle being driven for a school purpose by a school employee or his or her designee, or at a school-sponsored activity or athletic event; or
2. Engages in violent behavior capable of causing physical harm to another student or school employee.

As an alternative to suspension, the school district may take any action authorized by law, including those provided in section 79-258.

Makeup Work for Suspended Students

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

Short-Term Suspension

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

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

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a

determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.

2. After the principal has determined that a short-term suspension is necessary, but prior to commencement of the short-term suspension, the student and the Parent will be given oral and written notice of the charges against the student. They will be advised of what the student is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to present evidence of the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal will send a written statement to the student, and the student's Parent, describing:
    a. The student's conduct, misconduct or violation of the rule or standard;
    b. The reasons for the action taken;
    c. The actions made by the school to try to discontinue or alleviate the behavior of the student prior to considering suspension;
    d. Resources the school is able to provide or recommend to assist the student; and
    e. How the school plans to handle such behavior in the future, including an actionable plan aimed at maximizing strategies to keep the student in school.
4. An opportunity will be given to the student, and the student's Parent, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school and shall document such effort in writing. The Principal shall determine who, in addition to the Parent, is to attend the conference. If no conference has been held, a Parent may submit a written request to the suspending principal before the student returns to school.
5. Students who are short-term suspended must be given the opportunity to complete classwork and homework missed during the period of suspension, including but not limited to examinations, as provided herein.

Emergency Exclusion

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

Weapons and/or Firearms

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

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

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

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

Consequences - Firearm. Any student who brings a firearm, as that term is defined in 18 United States Code 921, to school will be expelled from school for one calendar year. The superintendent of schools and the board of education shall have the authority to modify the expulsion requirement on a case-by-case basis.

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

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

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

Long-Term Suspension

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

Expulsion

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.
2. **Summer Review**. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's Parent. This review shall be limited to newly discovered evidence or evidence of

changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.

3. **Suspension of Enforcement of an Expulsion**: Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.
4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students, or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.
5. **Conclusion of Expulsion.** At the conclusion of an expulsion, the school district will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

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

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

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes. The board has determined that the use of synthetic media such as deepfakes may constitute "similar conduct";
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by

accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;

4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
    a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended

to be derogatory toward a group or individual based upon race, gender, national origin, or religion;

b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
c. Violating school bus rules as set by the school district or district staff;
d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
f. Possession of pornography, including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically), including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
i. Bullying which shall include cyberbullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing

to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;

j. Violations of the district's acceptable computer use policy;
k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
l. Using any object to simulate possession of a weapon;
m. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation;
n. Violation of the school's audio and video recording policy; and
o. Any other violation of any board policy, handbook provision, or rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

1. The decision to recommend discipline shall be made within two school days after learning of the alleged student misconduct. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's Parent with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:

a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
c. Resources the school is able to provide or recommend to assist the student;
d. How the school plans to handle such behavior in the future, including an actionable plan aimed at maximizing strategies to keep the student in school;
e. A statement that, before long-term suspension, expulsion, or mandatory reassignment can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork or;
f. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
g. A statement that the principal, legal counsel for the school, the student, the student's Parent, or the student's representative has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
h. A form on which the student, the student's Parent may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail to the address provided on the form.

3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a

personal injury to the student himself or herself, other students, school employees, or school volunteers.

4. Nothing in this policy shall preclude the student, the student's Parent, or representative from discussing and settling the matter with appropriate school personnel prior to the time the long-term suspension, expulsion, or mandatory reassignment takes effect.
5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall recommend appointment of a hearing examiner within two school days after receipt of the hearing request. The student or the student's Parent may request designation of a hearing examiner other than the hearing examiner recommended by the superintendent if notice of the request is given to the superintendent within two school days after receipt of the superintendent's recommended appointment. Upon receiving such request, the superintendent must provide one alternative hearing examiner who is not an employee of the school district or otherwise currently under contract with the school district and whose impartiality may not otherwise be reasonably questioned. The student or the student's Parent must, within five school days, select a hearing examiner to conduct the hearing who was recommended or provided as an alternative hearing examiner, and shall notify the superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of such notice.
6. The hearing examiner must, within two school days after being appointed, give written notice to the principal, the student, and the student's Parent of the time and place for the hearing.
7. The hearing shall be held within a period of five school days after appointment of the hearing examiner, but such time may be changed by the hearing examiner for good cause with consent of the parties. No hearing shall be held upon less than two school days' actual notice to the principal, the student, and the student's Parent, except with the consent of all the parties.
8. The principal or legal counsel for the school, the student, the student's Parent, or representative have the right to receive a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession of the school board or board of education no later than forty-eight hours prior to the hearing.
9. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing examiner. The hearing will be held according to the requirements of section 79-269. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.

10. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

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

Reporting Requirement to Law Enforcement

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

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

Adopted on: _____
Revised on: _____
Reviewed on: _____

5048
Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)

School employees will comply with the requirements of the NDE Rule 59 protocol entitled, "Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)" (Protocol) to address incidents of anaphylaxis involving students at school when those students do not have existing response plans. For students with individual self-management plans, Section 504 plans, or Individualized Education Programs (IEP) addressing asthma or anaphylaxis responses, school employees will comply with those plans. The district shall procure and maintain the equipment and medication necessary to implement the Protocol.

The superintendent shall obtain the required signature(s) of one or more Prescribing Health Care Practitioners on the Protocol form. The superintendent shall publish this policy and Protocol in each student and employee handbook.

The superintendent shall arrange to have a qualified medical professional train employees, and for training updates as necessary. This may be a medical doctor, qualified school nurse, or other person qualified to train staff on the medication of students.

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Revised on: _____
Reviewed on: _____

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5048
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The superintendent shall arrange to have a qualified medical professional train employees, and for training updates as necessary. This may be a medical doctor, qualified school nurse, or other person qualified to train staff on the medication of students.

Adopted on: _____
Revised on: _____
Reviewed on: _____

6009

Grade Placement and Academic Credits of Transfer Students

The district will use the criteria outlined below to determine both the grade-level placement and the academic credit awarded to transfer students. The administration is the final decision-maker and decisions made pursuant to this policy may not be appealed to the board of education.

Transfer from an Accredited School District.

A student transferring from an accredited school generally will be placed at the grade level that is comparable to the placement in the school from which the student is transferring. Temporary placement may be made until a student's records are received to verify the placement.

The student's building principal may place a student into a grade level that is different from the accredited school from which the student is transferring after considering the following information:

- Student's chronological age
- Previous school experience
- Academic transcript received from the accredited school of origin
- Testing data from the accredited school of origin, including but not limited to, standardized achievement test data, criterion-referenced test data, classroom testing data, and diagnostic test data
- Testing data from any tests or assessments conducted by the school district

All credits awarded to a student by an accredited institution will be counted towards applicable graduation requirements for the transferring student.

Transfer From a Non-Accredited School.

A student or a parent/guardian of a student who is transferring into the district from a non-accredited school must provide the district with copies of all materials that have been used to provide instruction to the student that the family would like the district to consider in determining the appropriate grade level at which to place the student and credits to be awarded to the student.

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The student's building principal will then consider those materials and the following factors in determining the grade level placement for the student:

- Student's chronological age
- Previous school experience
- Materials submitted by the student or family pursuant to this policy
- Testing data from any tests or assessments conducted by the school district

The district will only award credit toward graduation from courses while the student was in a non-accredited school if the student can demonstrate mastery of the concepts required for completion of that course. Mastery will be assessed by standard and nonstandardized testing, at the discretion of the administration.

Multiple Enrollments and Re-enrollments In the Same Semester

Students from non-accredited schools who disenroll and then re-enroll in the district multiple times during the same semester will be permitted to resume the grade placement that the student was in at the time of the prior enrollment. However, students who fail to attend the total number of days per semester required of enrolled students will not be eligible to receive credit for the partial semester of enrollment.

The district will not retroactively award credit for time spent in exempt or non-accredited status.

A student's eligibility to participate in extracurricular activities upon re-entry is subject to all eligibility rules and the district's policies governing extracurricular eligibility.

Placement of International Students.

The district administration, in conjunction with the building principal, will determine the appropriate grade level/credit status of a student transferring from a country, other than the US.

Graduation Requirements

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Regardless of the school(s) previously attended, a student transferring into the school district in grades 9-12 will be responsible for meeting all graduation requirements to be awarded a diploma from the district.

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Page 1: [7] Commented [1]	**Coady Pruett**	**5/26/26 12:30:00 PM**

Do we need to define what we men by accredited? I could see (and I think we have had) a parent say, "No, really. This online program has been accredited by the national associate of fake virtual schools. You HAVE to recognize these credits!!"

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6009
Grade Placement and Academic Credits of Transfer Students

The district will use the criteria outlined below to determine both the grade-level placement and the academic credit awarded to transfer students. The administration is the final decision-maker and decisions made pursuant to this policy may not be appealed to the board of education.

Transfer from an Accredited School District

A student transferring from an accredited school generally will be placed at the grade level that is comparable to the placement in the school from which the student is transferring. Temporary placement may be made until a student's records are received to verify the placement.

The student's building principal may place a student into a grade level that is different from the accredited school from which the student is transferring after considering the following information:

- Student's chronological age
- Previous school experience
- Academic transcript received from the accredited school of origin
- Testing data from the accredited school of origin, including but not limited to, standardized achievement test data, criterion-referenced test data, classroom testing data, and diagnostic test data
- Testing data from any tests or assessments conducted by the school district

All credits awarded to a student by an accredited institution will be counted towards applicable graduation requirements for the transferring student.

Transfer From a Non-Accredited School

A student or a parent/guardian of a student who is transferring into the district from a non-accredited school must provide the district with copies of all materials that have been used to provide instruction to the student that the family would like the district to consider in determining the appropriate grade level at which to place the student and credits to be awarded to the student. The student's building principal will then consider those materials and the following factors in determining the grade level placement for the student:

- Student's chronological age
- Previous school experience
- Materials submitted by the student or family pursuant to this policy

- Testing data from any tests or assessments conducted by the school district

The district will only award credit toward graduation from courses while the student was in a non-accredited school if the student can demonstrate mastery of the concepts required for completion of that course. Mastery will be assessed by standard and nonstandardized testing, at the discretion of the administration.

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A student's eligibility to participate in extracurricular activities upon re-entry is subject to all eligibility rules and the district's policies governing extracurricular eligibility.

Placement of International Students.

The district administration, in conjunction with the building principal, will determine the appropriate grade level/credit status of a student transferring from a country other than the US.

Graduation Requirements

Regardless of the school(s) previously attended, a student transferring into the school district in grades 9-12 will be responsible for meeting all graduation requirements to be awarded a diploma from the district.

Adopted on: _____
Revised on: _____
Reviewed on: _____

6038

Student Use of AI Tools

As used in this policy, artificial intelligence tools ("AI Tools") mean machine-based resources that use computer science, algorithms, large language models, and/or machine learning to perform tasks, answer questions, collect information, and respond to human-directed tasks, queries, and objectives. AI Tools include, but are not necessarily limited to, commercially-available resources like ChatGPT, Gemini, Claude and similar programs.

AI Tools may be useful to student learning. However, students and staff must ensure that student use of AI Tools should focus on using such tools as a resource and for background material, rather than using the AI Tools to complete the assignment. Therefore, AI Tools may only be used by students in accordance with the following requirements:

1. Students may not use AI tools on any assignment, test, or project unless the staff member has given express permission for the student to do so. Staff Member permission to use an AI tool on one assignment does not carry over to other assignments. Individual staff members will decide for each individual assignment the extent to which students may use AI Tools.

2. If a student uses any AI Tools in connection with a school assignment, the student must:

   a. Give proper attribution to the specific AI Tool(s) used to the same extent that students are expected to give proper attribution to other sources of information such as books, texts, encyclopedias, secondary sources, and other traditional media. Such attribution may include, but is not necessarily limited to, accurate quotations, citations, footnotes, endnotes, and/or bibliography entries.

   b. Never copy and paste the output from the AI Tool into the student's work as if the student wrote such section himself or herself.

3. Students may never use AI Tools to:
   a. Cheat on any assignment, test, or quiz;
   b. Help answer questions on a test or quiz without staff member permission;

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c. Make or share deepfakes or fake images, audio, or video of any real person;
d. Make or share sexual, nude, or intimate images of any real person—even if the image is fake or AI-made;
e. Bully, harass, threaten, intimidate or impersonate any person;
f. Place another student or staff member name, photo, voice, or personal information into an AI Tool without staff member authorization;
g. Use AI Tools to bypass accommodations, content filers, or school security.

4. A student may use AI Tools as an accommodation if his/her IEP team or Section 504 committee has approved use of the tool. The student must disclose the use of AI Tools to the staff member grading the assignment.

5. A student's failure to meet the requirements stated in this policy will constitute a violation of the district's prohibitions against cheating plagiarism and/or academic dishonesty, including but not necessarily limited to such prohibitions stated in the Student Handbook, which violation will subject the student to discipline up to and including expulsion.

6. The student requirements stated above are the minimum requirements for any student assignment. An individual teacher may impose more stringent requirements for any specific academic assignment or coursework.

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6038
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AI Tools may be useful to student learning. However, students and staff must ensure that student use of AI Tools should focus on using such tools as a resource and for background material, rather than using the AI Tools to complete the assignment. Therefore, AI Tools may only be used by students in accordance with the following requirements:

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2. If a student uses any AI Tools in connection with a school assignment, the student must:

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    b. Never copy and paste the output from the AI Tool into the student's work as if the student wrote such section himself or herself.

3. Students may never use AI Tools to:

    a. Cheat on any assignment, test, or quiz;
    b. Help answer questions on a test or quiz without staff member permission;
    c. Make or share deepfakes or fake images, audio, or video of any real person;

d. Make or share sexual, nude, or intimate images of any real person—even if the image is fake or AI-made;
e. Bully, harass, threaten, intimidate or impersonate any person;
f. Place another student or staff member name, photo, voice, or personal information into an AI Tool without staff member authorization;
g. Use AI Tools to bypass accommodations, content filers, or school security.

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Adopted on: _____
Revised on: _____
Reviewed on: _____

6046
Right to Access to School Library Materials

Definitions. As used in this policy,

- "Parent" means the parent, guardian, or educational decisionmaker of any student currently attending the school district; and
- "Educational decisionmaker" means a person designated or ordered by a court to make educational decisions on behalf of a child.

Catalog of Library Books. The superintendent or designee shall create and maintain a catalog of all books in the school district's library, categorized by school building, that shall be accessible by a Parent.

Opportunity for Notification. A Parent shall have the opportunity to be notified when the Parent's student checks out a book from the school library, which notification shall include the title of the book, the author(s) of the book, and the date the book is due to be returned to the school library. The administration may elect to allow a Parent to exercise the opportunity to receive such notifications by means of a website, application notification, or by opting into email notifications.

Nothing in this policy shall be construed to create any rights of access or rights to notification in favor of any person that does not meet the definition of Parent stated above.

Adopted on: _____
Revised on: _____
Reviewed on: _____