

To: Lewiston Consolidated School Board of Education  
From: Todd Halvorsen  
Re: Agenda Summary  
Date: Thursday, April 16, 2026

1. Call to Order
  - 1.1. Roll Call
  - 1.2. District Mission Statement
  - 1.3. Pledge of Allegiance
  - 1.4. Requests from Board Members to be absent from this meeting
  - 1.5. Welcome to visitors and public
    - 1.5.1. Sparq Meeting Training
  - 1.6. Executive Session
  - 1.7. Executive Session Action Items
  - 1.8. Approval of agenda
  - 1.9. Public Comment
  - 1.10. Approval of Minutes
  - 1.11. Claims and Accounts
  - 1.12. Financial Report
2. Reports
  - 2.1. Principal Report
  - 2.2. Committe Reports
  - 2.3. Superintendent's Report
    - 2.3.1. Contract renewal for Catie Niedermeyer as School Psychologist
3. Business
  - 3.1. Non-Action Items
    - 3.1.1. Policy Reviews
  - 3.2. Action Items
    - 3.2.1. Discuss, consider, and take all action to approve Policy Reviews
    - 3.2.2. Discuss, consider, and take all action to approve the revision of Board Policy 3003.1
    - 3.2.3. Personnel
      - 3.2.3.a. Resignations
      - 3.2.3.b. Hiring
4. Announcements
5. Adjournment

*\* Closed Session: If during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting the board will conduct a closed meeting in accordance with the Nebraska Open Meeting Act Statute 84-1410(1).*

*Sequence of Agenda: The sequence of topics is subject to change at the discretion of the board. Please arrive at the beginning of the meeting.*

Lewiston Consolidated Schools  
School Board Meeting Minutes  
March 12, 2026

A regular meeting of the District 69 Board of Education, Pawnee County, was held on Thursday, March 12<sup>th</sup>, at 7:08 p.m., the meeting being open to the public and proceeding in notice as required by law. Notice of this meeting was given to the President and all members of the Board and a copy of the acknowledgement of notice and the agenda is noted in the minutes. Availability of the agenda was communicated to the public in advanced notice and to the President of the Board and all Board members.

The meeting was called to order, the Open Meetings Law poster recognized, and verbal notice that the meeting was recorded was given by the President and on a roll call vote, the following members were present: Mencl, Searcey, Stake, and Wehrbein. Excused Absence: Rule and Bredemeier. Also present: Todd Halvorsen, Emily Bohling and several visitors.

Moved by Stake and seconded by Wehrbein “to excuse President Rule from the meeting” Those voting in favor of said motion: Mencl, Searcey, Stake, and Wehrbein. Those opposed: none. Motion carried, 4-0.

Moved by Wehrbein and seconded by Stake “to excuse Treasurer Bredemeier from the meeting” Those voting in favor of said motion: Searcey, Stake, Wehrbein, and Mencl. Those opposed: none. Motion carried, 4-0.

Visitor comments. There were no comments.

Moved by Wehrbein and seconded by Stake “to approve the agenda as presented.” Those voting in favor of said motion: Searcey, Stake, Wehrbein, and Mencl. Those opposed: none. Motion carried, 4-0.

Moved by Wehrbein and seconded by Mencl “to enter into closed session at 7:15 p.m.” Those voting in favor of said motion: Stake, Wehrbein, Mencl, and Searcey. Those opposed: none. Motion carried, 4-0.

At 8:20 pm, the board entered back into open session.

Moved by Stake and seconded by Wehrbein to approve Consent Agenda items 4.B, February 12<sup>th</sup> meeting minutes, 4.C, March 3<sup>rd</sup> Board Workshop minutes, 4.D, February Treasurers Report with an ending balance of \$758,702.79. Those voting in favor of said motion: Searcey, Stake, Wehrbein, and Mencl. Those opposed: none. Motion carried, 4-0.

Moved by Stake and seconded by Wehrbein to approve Consent Agenda items 4.E, General Fund Claims in the amount of \$94,907.98 and payroll in the amount of \$320,547.99, and 4.F, Lunch/Activity account and claims. Those voting in favor of said motion: Searcey, Stake, Wehrbein, and Mencl. Those opposed: none. Motion carried, 4-0.

The Principal’s report was provided in the board packet. No formal action was taken.

Todd Halvorsen, Superintendent, gave the board an update on the Alicap Loss Control Report. He also gave an update about the hiring situation. Also, an update was given on rock being distributed on the grounds. He informed the board of the progress on the Strategic Plan.

Moved by Wehrbein and seconded by Mencl “to approve policy 2009 and 2016 as presented. Those voting in favor of said motion: Mencl, Searcey, Stake, and Wehrbein. Those opposed: none. Motion carried, 4-0.

Moved by Wehrbein and seconded by Stake “to approve to finalize the 2026-2027 Fees and Rates with an amendment.” Those voting in favor of said motion: Mencl, Stake, and Wehrbein. Those opposed: Searcey. Motion carried, 4-0.

Moved by Stake and seconded by Wehrbein “to approve the 2026-2027 Support Staff salaries as presented.” Those voting in favor of said motion: Stake, Wehrbein, Mencl, and Searcey. Those opposed: none. Motion carried, 4-0.

Moved by Wehrbein and seconded by Stake “to approve the amendment made to the Superintendent’s contract as presented.” Those voting in favor of said motion: Mencl, Searcey, Stake, and Wehrbein. Those opposed: none. Motion carried, 4-0.

Moved by Stake and seconded by Wehrbein “to approve to renew the NASB membership as presented.” Those voting in favor of said motion: Searcey, Stake, Wehrbein, and Mencl. Those opposed: none. Motion carried, 4-0.

Moved by Stake and seconded by Wehrbein “to approve the addition for Sparq Meetings as presented.” Those voting in favor of said motion: Mencl, Searcey, Stake, and Wehrbein. Those opposed: none. Motion carried, 4-0.

Moved by Wehrbein and seconded by Stake “to approve the resignation of Charles Humphrey as presented.” Those voting in favor of said motion: Searcey, Stake, Wehrbein, and Mencl. Those opposed: none. Motion carried, 4-0.

Moved by Stake and seconded by Wehrbein “to adjourn at 9:06 p.m.”. Those voting in favor of said motion: Stake, Mencl, Searcey, and Wehrbein. Those opposed: none. Motion carried, 4-0.

A Board Workshop will be held on Monday, April 27<sup>th</sup>, at 7:30 pm.

The next regular school board meeting will be Thursday, April 16<sup>th</sup>, at 7:30 p.m.

Emily Bohling  
Business Manager, Dist. #69

Lewiston Consolidated Schools  
School Board Workshop Minutes  
March 3, 2026

The Lewiston School Board District 69 held a workshop on Tuesday, March 3, 2026 at 7:00 p.m. in the Lewiston Consolidated Schools Library. This workshop was open to the public and preceded in notice as required by law. The meeting was called to order by President Aaron Rule. Roll call found the following members to be present: Bredemeier, Mencl, Rule, Searcey, Stake, and Wehrbein.

Moved by Wehrbein and seconded by Searcey “to approve the agenda as presented.” Those voting in favor of said motion: Mencl, Rule, Searcey, Stake, Wehrbein, and Bredemeier. Those opposed: none. Motion passed, 6-0

There were no visitor comments.

Discussion was held regarding Finance/Budget, Programming, Certified and Support Staff, and Facilities, and summer projects. No formal business was conducted at the workshop.

Moved by Stake and seconded by Bredemeir “to adjourn at 9:52 p.m.” Those voting in favor of said motion: Rule, Searcey, Wehrbein, Bredemeier, Stake, and Mencl. Those opposed: none. Motion passed, 6-0

Todd Halvorsen  
Board Secretary, Dist. #69



## ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
02/08	PURCHASE INTEREST CHARGE	-01
02/18	Payment ThankYou Image Check	-2,754.89
03/06	PURCHASE INTEREST CHARGE RICK KENTFIELD TRANSACTIONS THIS CYCLE (CARD 6456) \$2581.81- INCLUDING PAYMENTS RECEIVED	173.09
02/13	AMAZON MKTPL*5J3HQ1YS3 Amzn.com/bill WA	47.04
02/25	AMAZON MKTPL*BE0J79TU2 Amzn.com/bill WA	11.98
03/04	AMAZON MKTPL*BE49P5OF0 Amzn.com/bill WA JULIE SMITH TRANSACTIONS THIS CYCLE (CARD 1685) \$89.00	29.98
02/06	AMAZON MKTPL*K45N63C13 Amzn.com/bill WA	9.47
02/09	Amazon.com*3R3LK2LS3 Amzn.com/bill WA	93.04
02/13	Amazon.com*NS31Q9IZ3 Amzn.com/bill WA	11.58
02/13	Amazon.com*S888V8DQ3 Amzn.com/bill WA	34.16
02/16	AMAZON MKTPL*K160T9813 Amzn.com/bill WA	18.99
02/17	AMAZON MKTPL*E88WF49F3 Amzn.com/bill WA	160.94
02/18	Amazon.com*1I96S5V73 Amzn.com/bill WA	283.00
02/20	AMAZON MKTPL*I90J51JO3 Amzn.com/bill WA	49.98
02/26	AMAZON MKTPL*B18715W40 Amzn.com/bill WA	17.13
02/28	MENARDS LINCOLN SOUTH NE LINCOLN NE	175.84
03/02	AMAZON MKTPL*BE8CQ1YZ2 Amzn.com/bill WA	22.99
03/02	AMAZON MKTPL*BE24X2Z11 Amzn.com/bill WA	28.30
03/04	AMAZON MKTPL*B97UF7RK0 Amzn.com/bill WA JOE COX TRANSACTIONS THIS CYCLE (CARD 7984) \$1093.40	187.98
02/07	Payment ThankYou Image Check	-15.84
03/04	GOFAN TICKETS ALPHARETTA GA	-90.00
02/11	SQ *EILEEN'S COLOSSAL COO Lincoln NE	18.00
02/25	AMAZON MKTPL*JC3GT4I73 Amzn.com/bill WA	24.98
03/03	GOFAN TICKETS GOFAN.CO GA	90.00
03/04	GOFAN TICKETS GOFAN.CO GA CHUCK HUMPHREY TRANSACTIONS THIS CYCLE (CARD 2005) \$117.14	90.00
02/14	USPS PO 3099151057 WYMORE NE TIM LUCAS TRANSACTIONS THIS CYCLE (CARD 2039) \$6.38	6.38
02/11	Amazon.com*PZ10T1TO3 Amzn.com/bill WA	257.96
02/12	FAMILY FARE 3737 BEATRICE NE	54.72
02/12	AMAZON MKTPL*QV5A59H13 Amzn.com/bill WA	13.68
02/12	AMAZON MKTPL*9J78D1YT3 Amzn.com/bill WA	160.17
02/12	RUSS'S MARKET #31 BEATRICE NE	23.51
02/12	AMAZON MKTPL*D46KW8XP3 Amzn.com/bill WA	106.64
02/12	TEACHERSPAYTEACHERS.COM 646-588-0910 CA	57.83
02/12	AMAZON MKTPL*B182U13B2 Amzn.com/bill WA	43.06
02/12	WAL-MART #2784 BEATRICE NE	75.13
02/16	AMAZON MKTPL*5Q93L8S43 Amzn.com/bill WA	436.20
02/17	WAL-MART #3278 LINCOLN NE	28.02
02/17	SAMS CLUB #4873 LINCOLN NE	77.18
02/17	DOLLAR-GENERAL #3025 BEATRICE NE	35.00
02/17	WAL-MART #2784 BEATRICE NE	32.65
02/25	AMAZON MKTPL*IR6TP23B3 Amzn.com/bill WA	16.96
02/25	AMAZON MKTPL*BE9T97JU2 Amzn.com/bill WA	148.55
03/04	AMAZON MKTPL*BP3I98E12 Amzn.com/bill WA SHANNON BURGESS TRANSACTIONS THIS CYCLE (CARD 3866) \$1574.90	7.64
02/09	AMAZON MKTPL*ZV75D84R3 Amzn.com/bill WA	387.60
02/10	SQ *EDUCATIONAL SERVICE U gosq.com NE	30.00
02/10	WALMART.COM 800-925-6278 AR	101.73
02/10	AMAZON MKTPL*D10O113C3 Amzn.com/bill WA	339.98
02/11	AMAZON MKTPL*ZH9B774Z3 Amzn.com/bill WA	80.43
02/11	Amazon.com*Y14DG5JH3 Amzn.com/bill WA	16.11
02/17	AMAZON MKTPL*ZX85318D3 Amzn.com/bill WA	335.55
02/17	AMAZON MKTPL*V08UW26F3 Amzn.com/bill WA	37.99

## ACCOUNT ACTIVITY (CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
02/21	FAIRFIELD INN & SUITES KEARNEY NE	196.86
02/21	FAIRFIELD INN & SUITES KEARNEY NE	196.86
02/23	WALMART.COM 800-925-6278 AR	82.52
02/25	TST*402 SPORTS BAR & GRI Beatrice NE	15.06
02/27	AMAZON MKTPL*B960B1Q81 Amzn.com/bill WA	541.92
03/02	WALMART.COM 800-925-6278 AR	55.94
03/02	SQ *QUILT STITCHES gosq.com NE	139.34
03/03	WALMART.COM 800-925-6278 AR	65.07
03/04	SQ *QUILT STITCHES Beatrice NE	50.66
03/04	NEBRASKA DPT OF EDU 402-4715604 NE	61.05
03/04	HOBBY LOBBY ECOMM 405-745-1100 OK	29.46
03/04	WM SUPERCENTER #2784 BEATRICE NE EMILY BOHLING TRANSACTIONS THIS CYCLE (CARD 7578) \$2806.61	42.48

### Google TV Streamer 4K - Fast Streami...

Electronics

Sold by Amazon.com Services, Inc

Condition: New

Qty : 2

\$79.99



### TP-Link TL-SG1005P, 5 Port Gigabit P...

Personal Computers

Sold by Amazon.com Services, Inc

Qty : 2

\$48.99



Order Total: **\$257.96**

The payment details of your transaction can be found on the order invoice.

## Order Confirmation

Your guaranteed delivery date is:  
**Tuesday, February 17**

Your order will be sent to:  
**Ebohling  
LEWISTON, NE  
United States**

Your shipping speed:  
**✓prime Delivery in fewer trips to your address**

PO#  
**MC 8**

Order #  
**111-9889752-3553025**

[View or manage order](#)

### SLE-TECH Universal Chromebook Charge...



Electronics  
Sold by Sletech Inc.  
Condition: New  
Qty : 30  
\$14.54

Order Total: **\$436.20**

The payment details of your transaction can be found on the order invoice.

To learn more about ordering, go to [Ordering from Amazon.com](#).

If you want more information or need more assistance, go to [Help](#).

The payment for your invoice is processed by Amazon Payments, Inc. P.O. Box 81226 Seattle, Washington 98108-1226. If you need more information, please contact (866) 216-1075

By placing your order, you agree to Amazon.com's Privacy Notice and Conditions of Use. Unless otherwise noted, items sold by Amazon.com are subject to sales tax in select states in accordance with the applicable laws of that state. If your order contains one or more items from a seller other than Amazon.com, it may be subject to state and local sales tax, depending upon the seller's business policies and the location of their operations. Learn more about tax and seller information.

California Residents: One or more of the items in your order may be subject to California's Proposition 65 law. See details

This email was sent from a notification-only address that cannot accept incoming email. Please do not reply to this message.



02/10/2026 01:43 PM

Requisition Number: 8

Vendor: BOHLEMLY

Bohling, Emily

PO Number:

Amount:

Submitted By: CLEMMITC

Mitch Clements

Description:

Cancelled Date:

Employee ID: CLEMMITC

Ship To Address ID:

Req. Date: 01/15/2026

Expected Date: 01/22/2026

Chart of Account Number

Quantity

Unit

Unit Price

Item Number

Detail Description

Cost Center ID

Detail Amount

2.00 Chromecast

91.54 810037291315

Google TV Streamer 4K

183.08

2.00 Switch

49.99 845973083212

TP-Link TL-SG1005P, 5 Port Gigabit PoE Switch

99.98

30.00 Chargers

13.57 SM65CL-01

SLE-TECH Universal Chromecast Charger USB C 65W

407.10

Approvals:

<u>Sequence</u>	<u>Approved</u>	<u>Rejected</u>	<u>Actual Approver ID</u>	<u>Actual Approver Name</u>	<u>Primary Approver Name</u>	<u>Alternate Approver Name</u>
1	X		ESB	Emily Bohling	Emily Bohling	
2	X		HALVTODD	Todd Halvorsen	Todd Halvorsen	

Comments: User ID CLEMMITC User Name Mitch Clements Created Date 01/15/2026 Comment Chromecasts for the TVs in the cafeteria, 2 small switches for the cable run to the old ag building and the camera in the old building, and chargers for chromebooks



Anytrox Wireless HDMI Transmitter an...

Electronics

Sold by ANYTROX GROUP LIMITED

Condition: New

Qty : 5

\$55.20



SUIDEK Wireless HDMI Display Dongle...

Electronics

Sold by SuidekDirect

Condition: New

Qty : 5

\$41.69

Your guaranteed delivery date is:

**Friday, February 27**

Your order will be sent to:

**Ebohling**

**LEWISTON, NE**

**United States**

Your shipping speed:

**prime FREE Prime Delivery**

PO#

**23 MC**

Order #

**111-1308135-7603422**

[View or manage order](#)



Perlegear Rolling TV Stand, Mobile T...

Sold by Bestergo Direct

Condition: New

Qty : 1

\$94.99

Order Total:

**\$541.92**

To learn more about ordering, go to [Ordering from Amazon.com](#).

03/23/2026 01:09 PM

User ID: ESB

Requisition Number: 23

Vendor: CHASE

Chase Card Services

PO Number:

Cancelled Date:

Amount:

590.39

Submitted By: CLEMMITC

Mitch Clements

Description: More wireless hdmi and cart for 50 in tv

Expected Date: 02/20/2026

Cost Center ID

Detail Amount

Employee ID: CLEMMITC

Ship To Address ID:

Req. Date: 02/20/2026

Detail Description

Cost Center ID

Detail Amount

Chart of Account Number

Quantity

Unit

Unit Price

Item Number

Perlegear Rolling TV Stand

Cost Center ID

Detail Amount

1.00

TV Stand

94.99

B08XTGB51Q

SUIDEK Wireless HDMI Display Dongle

Cost Center ID

Detail Amount

5.00

HDMI TX/RX

43.88

BDDYJ82RC2

Anytrox Wireless HDMI Transmitter and Receiver

Cost Center ID

Detail Amount

5.00

HDMI RX/TX

55.20

B0CCQP62D8C

Anytrox Wireless HDMI Transmitter and Receiver

Cost Center ID

Detail Amount

Approvals:

Sequence	Approved	Rejected	Actual Approver ID	Actual Approver Name
1	X		ESB	Emily Bohling
2	X		HALVTODD	Todd Halvorsen

Result Date	Primary Approver Name
02/20/2026	Emily Bohling
02/20/2026	Todd Halvorsen

Alternate Approver Name
Emily Bohling
Todd Halvorsen



Board Report - Newspaper

Vendor Name	Invoice Description	Amount
Anderson, Scott	Travel/Mileage - District Speech	111.65
Annabell Gardens	State FFA Lodging	4,446.00
Arbor Ink LLC	April Newsletters	701.72
Armstrong Rentals, LLC	Crushed Concrete	1,844.40
Baker, Michelle	Fuel - M. Baker	20.00
Beatrice Iron & Metal Co., Inc.	Iron	180.35
Ben Stewart, SpeechWire Tournament Services	Speech Toumey Services	125.00
BLUE CROSS BLUE SHIELD OF NEBR.	Health Ins - Kentfield	1,675.64
Capital Business Systems, Inc.	Copier Expense	1,422.34
Chase Card Services	Supplies	5,375.87
Cornhusker International Trucks, Inc	Bus Parts	252.24
DAS State Accounting - Central Finance	Distance Learning - Feb	337.87
Dietze Music Company	Instrument Repair	504.00
Egan Supply Co	Supplies - Egan's	1,121.30
ESU 4	SPED services	2,114.40
ESU 5	LETRS Training	20.00
ESU 6	Feb - Tech Hosted Services	181.44
Farmers Cooperative Corporation	Fuel	4,894.65
Fiber Platform, LLC	Distance Ed	106.64
First Concord Benefits Group, LLC	March Fees	100.00
HOLIDAY INN	NAEP workshop	149.95
HTRS High School	Entry Fees	66.00
Hubert Company LLC	Gas Stove Parts	1,209.00
Intermedia.netInc	Phone Services - acct 1693050	102.66
J.W. Pepper & Son Inc.	Sheet Music	262.19
Jeanne's Distribution	Lighting	750.00
Johnson County Hospital	Therapy Services	3,346.94
JOURNENEYED.COM, INC.	Microsoft Office Pro Plus	1,509.60
Jump Cloud Inc	Cyber Security Services	5.00
KSB School Law	Services	3,437.70
Lewisston Village	Water & Sewer	1,640.20
Liberty Repair & Truck Parts LLC	'23 Int Bus Service	3,320.88
Matheson Tri Gas, Inc	Welding Supplies	237.33
Mead Lumber & Rental - Beatrice	Cement Block & Mortar	16.76
NASB	Budget Workshop - Halvorsen	200.00
National FFA Organization	Jackets	72.00
NCSA	NASBO convention - Bohling	180.00
Nebaska Dept of Education	Early Childhood Workshop - Hege	20.00
Nebaska FFA Association	State Convention	1,373.00
Nebaska Neurosurgery Group, LLC, The	Bus Accident - B. Nouzovsky neuro	250.00
Nebaska Public Power District	Electricity	3,214.26
Nebaska Safety Center	Nebr Safety Ctr - L. Baker	100.00
Noakes Heating & AC Service, Inc	Milk Cooler repair	622.69
Onesource	Background Checks	122.50
Pawnee Republican	Mar 2026 Board Minutes	155.25
Rinne, Mark	Custodial Services	4,541.34
Rules South 40 Auto Repair	'12 Van tire & inspection	173.00
Russ's Market	FCS Supplies	92.60
Sack Lumber	Hole Saw - Shop Class	21.99
Southeast Comm College - Lincoln	Lewisston Student College courses	602.20
Sparqdata Solutions	Sparq Negotiations	1,700.00
Summerfield Propane	Propane - Community Building	400.90
Teconseh Family Health	Bus Accident - B. Nouzovsky	155.00
Temps Disposal Service, Inc	Trash Services	512.00
Tillotson Enterprises	Roof Repair	1,660.00
Time Management Systems, Inc	Time & Attendance	175.84
U.S. Cellular	Services	87.58

County of Pawnee School District 69  
 04/07/2026 10:03 AM  
 Vendor Name  
 Univ. Of Nebraska Lincoln  
 University of Nebraska-Lincoln, The  
 University of Nebraska-Lincoln  
 Walsworth Publishing Company, Inc  
 US Bank Corporate Payment Systems  
 Westside Community Schools  
 WRIGHTSMAN PLUMBING & HEATING, Inc  
 Your Corner Children's Speech and Language  
 Services, Inc  
 Checking Account ID 1

**Board Report - Newspaper**

Invoice Description	Amount
Nebr. Career Dev Events @ UNL	251.00
ASD Conference - Niedermeyer	215.00
Training	105.00
Library Postage	6.72
2026- Yearbook payment	3,300.00
Services - K. Peck	8,575.42
Furnace Ag Building	3,120.00
Services	7,131.25
	<hr/>
	80,726.26

**March 2026 Expenses**

<b>Lunch Fund</b>		
Bank Card	Monthly fee	\$180.80
Cash-wa	food	\$3,238.35
Hiland Dairy	milk	\$674.76
Sysco	food	\$9,182.77
US Food	Food Commodity	\$0.00
Bank Card	Annual Fee	\$95.00
		<b>\$13,371.68</b>

<b>Activity Fund</b>		
Alex McNeil	Gate vs Dorchester 12/30	\$50.00
Kyle Asche	Official JH Girls 2/4	\$45.00
Awards Unlimited	Speech Medals/Plaques, Track Medals, JH Track Awards	\$2,526.10
Brady Bledsaw	Official 12/15 JH Boys Tourney	\$45.00
Eliot Bohling	Clock during BB Season	\$350.00
Emily Bohling	Gate vs. DO 12/19	\$50.00
Alex Callan	Shot Clock during BB Season & Officiated 12/15 JH Boys	\$440.00
Chase CC	AD meals x2	\$29.28
Chase CC	College Access	\$163.75
Chase CC	Girls BB to State Game	\$90.00
Chase CC	Junior Class Concessions	\$880.26
Chase CC	Chenille Letter - Samples	\$86.11
Chase CC	LCS - Valentines/Soup Supper	\$164.64
Fairbury Public School	Speech Entries	\$120.00
Charles Humphrey	Officiated JH Girls BB vs. PC	\$50.00
Angie Hunzeker	Gate 12/15	\$50.00
Madeline Janssen	Clock 12/6 JH BB, 12/8, 1/27	\$70.00
Becca Janssen	VB Book x4, 1 JH BB Book	\$120.00
Heather Johnsen	Gate x2	\$100.00
Jostens Inc.	Diploma's & Covers	\$453.40
Lewiston Lunch	LCS - Valentines/Soup Supper	\$1,045.99
Allana Deane- Merwin	Gate x2	\$100.00
Tanner Merwin	Speech Judge	\$87.00
Catie Niedemeyer	Gate x2	\$100.00
Russ's Market	LCS - Staff Breakfast	\$173.33
Sams Club	Junior Class Concessions	\$612.37
Sams Club	LCS- valentines	\$101.90
Katelyn Sanders	Clock 12/15	\$100.00
Scholastic Book Fair	Book Fair	\$1,533.12
Alyssa Springer	Gate x2	\$100.00
Treyton Hippen	Official 12/6 JH BB	\$90.00

March 2026 Expenses

US Bank	Uncategorized	\$530.76
Tracie Wehrbein	BB Book during season	\$250.00
Pandora Worthey	Gate x2	\$100.00
Cash Withdrawal	FFA- State Meals x 27	\$2,430.00
Hauffs	Volleyball cart/ Hammock	\$635.00
Wilber Clatonia School	Track invite- 3-31	\$180.00
FCSH	Pioneer Conference Track @ Doane 3/25	\$150.00
Doane University	Track invite- 3-19	\$300.00
Chase CC	Filley Bar & Grill - Pizza ( College Access - ACT)	\$100.74
Chase CC	Valentino's -Neb City (AD meal)	\$13.26
Chase CC	Speech Label Pins	\$43.06
Chase CC	Chenille Pins	\$160.17
Chase CC	Amazon- Prom Décor Class of 2027	\$871.57
Chase CC	Block Letter L x25	\$356.00
Chase CC	Music Lyre x25	\$458.58
Chase CC	Red Cross Honor Cords x2 Seniors	\$18.00
Diller Odell	Pioneer Conference Speech	\$267.70
Hauffs	FB Helmet reconditioning / Pads	\$2,457.50
Hauffs	Hip #s for track	\$363.50
JCC	Track	\$170.00
Jostens Inc.	Graduation outfits	\$517.30
Raymond Central	Speech	\$274.70
Thayer Central	Speech	\$136.00
Pawnee County Treasurer	Bus Licensing	\$10.00
US Bank	College Access- Calculators, snacks	159.32
		\$18,234.28

# **Principal Report**

**April 16, 2026**

## **Enrollment & Early Childhood**

- 9 students have signed up for Preschool Round-Up.
- Projected enrollment for the 2026–2027 school year includes:
  - 9 students in PreK-3
  - 10 students in PreK-4
  - 13 students transitioning to Kindergarten
- Partnering with Head Start (hand-out)

## **Academics**

- NSCAS state testing has begun for students in grades 3–6.
- Students and staff have been actively preparing for assessments.

## **Student Achievements**

- State Speech Results:
  - Taven – 1st Place, Humorous Prose
  - Cooper – 4th Place, Entertainment Speaking
- Taven Borchert performed for Nebraska Public Media this past Sunday.

## **Activities & Athletics**

- Spring sports seasons are currently in full swing with strong student participation.
- The esports Valorant team has qualified for the state competition and will compete on April 17.

## **FFA State Results**

- Cooper Swendener:
  - 2nd Place – Ag Sales Placement Proficiency
- Maddie Janssen:
  - Silver Emblem – Cooperative Speaking
- Parliamentary Procedure Team:
  - Bronze Emblem
- Additional students earned state ribbons across various events.



Implementation Phase

ParentSquare Pricing Details

Product Name	Start Date	End Date	Term	Price/Unit	Quantity	Net Price
Onboarding	Apr 1, 2026	Jun 30, 2026	One Time Fee	\$500	1	\$500
Smart Sites Onboarding - Standard	Apr 1, 2026	Jun 30, 2026	One Time Fee	\$3,000	1	\$3,000
Engage 360 - Soft Launch	Apr 1, 2026	Jun 30, 2026	3 Month(s)	\$0	1	0
Smart Sites - Content Migration (100 pages)	Apr 1, 2026	Jun 30, 2026	One Time Fee	\$750	1	\$750
ParentSquare Pay Implementation	Apr 1, 2026	Jun 30, 2026	One Time Fee	\$1,500	1	\$1,500
<b>Total Price</b>						<b>\$5,750</b>

Year 1

ParentSquare Pricing Details

Product Name	Start Date	End Date	Term	Price/Unit	Quantity	Net Price
Engage 360	Jul 1, 2026	Jun 30, 2027	12 Month(s)	\$5,850	1	\$5,850
Language Translation	Jul 1, 2026	Jun 30, 2027	12 Month(s)	\$0	1	0
ParentSquare Pay	Jul 1, 2026	Jun 30, 2027	12 Month(s)	\$0	194	0
<b>Total Price</b>						<b>\$5,850</b>

Quote Date: Mar 26, 2026  
Quote Valid Until: Apr 25, 2026

Quote No: Q-12046

Contract Start Date: Apr 1, 2026  
Contract End Date: Jun 30, 2031

Lewiston Consolidated Schools  
306 TIGER AVE  
LEWISTON, NE 68380



## Educational Service Unit 4

2301 Dahlke Avenue  
Auburn, NE 68305  
402.274.4354  
402.274.4356 (fax)  
[www.esu4.org](http://www.esu4.org)

Administrator  
Gregg Robke

Director of Support Services  
Chuck Hummel

Health Services Director  
Felicia Martin, RN

Teaching and Learning Team  
Jen Madison, Tara Gossman, Erin Hamilton

Special Education Director  
Wendy Craig

NCECBVI Campus Administrator  
Tanya Armstrong

Technology Director  
Dustin Buggi

**2026-2027**

### **AGREEMENT FOR SPECIAL EDUCATION SERVICES**

**THIS AGREEMENT** is issued this 14th day of April, 2026 by and between the Lewiston Consolidated Schools in the County of Pawnee, in the State of Nebraska, a/k/a Lewiston Consolidated Schools #670069 ("School District") and Educational Service Unit 4, a political subdivision ("ESU 4"). In consideration of the mutual agreement hereinafter set forth, the recitals hereinafter contained, the parties agree as follows:

#### **RECITALS**

1. ESU 4 is duly qualified, by virtue of provisions of the statutes of the State of Nebraska, to provide and render services to school districts on a contract basis, in exchange for compensation as provided in this Agreement. 2. The School District desires to contract with ESU 4 for the delivery of certain mandatory or discretionary educational services by ESU 4 for the benefit of the School District and its students. 3. This Agreement constitutes the agreement and understanding of the parties with respect to the subject matter hereof. This Agreement is entirely integrated, i.e., there are no other agreements, written or oral, concerning the subject matter hereof, except those which are expressly delineated in this instrument, or by a mutually acceptable written addendum.

#### **COVENANTS**

1. Services Contracted. ESU 4 shall provide, for the time period specified hereinafter, the following services at facilities which shall be provided by the School District or by ESU 4 in accordance with the terms of this Agreement.
2. Services Provided. The services provided, as identified in the preceding paragraph of this Agreement, may be referred to, from time to time, as "Hourly" or "Level III" or "Early Childhood" services for purposes of reference only.
3. Compensation. The parties acknowledge that ESU 4 shall, in good faith, determine its cost incurred in connection with each of the contracted programs in accordance with internal cost accounting systems, methods, and techniques deemed appropriate by ESU 4, and accomplished in a manner consistent with the rules, regulations, and laws of the State of Nebraska. Upon determination of such costs, ESU 4 shall prepare a statement for the services contracted and provided for amounts due to ESU 4 from the School District in accordance with the provisions of this Agreement. The estimated costs set forth in paragraph one hereof, shall constitute estimates only, and shall not, in any manner or under any circumstances, become or constitute the ultimate or final amount due from the School District to ESU 4 for the services

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*"The mission of ESU 4 is to improve student learning through a commitment to communication, accountability, and leadership"*

rendered. Rather, the actual, final amount due for mutually agreed upon services rendered by ESU 4 to the School District shall be the amount(s) as ESU 4 shall determine in accordance with its good faith internal accounting systems, methods, and techniques, conducted and accomplished in accordance with the rules and regulations of laws of the State of Nebraska. ESU 4 shall determine its costs, shall submit to the School District its billing for services rendered, on a 9-month basis, beginning in September of the school year. Each and every statement shall become due and payable upon receipt by the School District.

4. Manner of Delivery of Service. ESU 4 shall, at its discretion, assign personnel, and work cooperatively with the School District to provide services, monitoring, supervising, evaluating, and other services as required by an Individualized Education Program or other services requested by the School District. Any and all educational, personnel salaries, benefits, administrative prerogatives, or ESU 4 policies which do or may impact upon the obligations of the parties pursuant to this Agreement, including the calculations of sums due hereunder, shall be determined by ESU 4, in its sole judgment and discretion, in a manner consistent with the law.
5. Default. In the event of a material breach of the obligations of either party pursuant to this Agreement, the party who has not breached may, in its discretion, immediately cancel or rescind this Agreement without advance notice, hereunder pending resolution by a court of competent jurisdiction, of any disputes or issues arising from claims of breach. Neither party to this Agreement may, however, arbitrarily or unilaterally cancel, suspend or terminate this Agreement prior to the expiration thereof, except in the event of a breach, or except upon mutual agreement of the parties.
6. Authority. Each party acknowledges and represents that the persons executing this Agreement have a full, unconditional authority to execute this Agreement. This Agreement shall be governed by, and construed in accordance with the laws of the State of Nebraska, and shall be binding upon the parties hereto and their successors.

ADDENDUM:

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**IN WITNESS WHEREOF**, we have hereunto subscribed our names.

By the order of the Board of Education of  
of Lewiston Consolidated Schools

By the Order of the Board of Education  
Educational Service Unit 4

School District Official Date

ESU 4 Administrator Date



## 2026-2027 Special Education Contract

Lewiston Public Schools	District: 670069		
PROGRAM	PROJECTED HOURS	PROJECTED RATE	PROJECTED COST
Special Education Supervision (Director)	60	\$350.00	\$21,000.00
Audiologist	10	\$190.00	\$1,900.00
School Psychologist	0	\$130.00	\$13,000.00
Speech Therapy	30	\$130.00	\$3,900.00
Deaf Educator	10	\$275.00	\$2,750.00
Behavior Support	0	\$350.00	\$0.00
<b>TOTAL COST - HOURLY PROGRAMS</b>			<b>\$42,550.00</b>

Level III Program	NUMBER OF STUDENTS	ESTIMATED RATE	ESTIMATED COST
Transition Learning Center	0	\$88,000.00	\$0.00
<b>TOTAL COST - LEVEL III PROGRAMS</b>			<b>\$0.00</b>

BELOW AGE FIVE SERVICES	PROJECTED AMOUNT OF TIME	ESTIMATED RATE	ESTIMATED Cost
Early Childhood Home Based Service (0-5)	5.00	\$255.00	\$1,275.00
<b>TOTAL COST - EARLY CHILDHOOD PROGRAM</b>			<b>\$1,275.00</b>

<b>Due: April 30, 2026</b>	<b>TOTAL CONTRACT:</b>	<b>\$43,825.00</b>
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<b>Signature:</b>	
<b>Date:</b>	

Questions:  
 Wendy Craig, Director of Special Education  
 wcraig@esu4.net  
 Cell: 402-883-7742

**6006**  
**Commencement Ceremony**

The district shall conduct a commencement ceremony for members of the senior class at the end of the school year. Participation in the ceremony is a privilege, not a right, and the superintendent or his/her designee may prohibit students who have violated conduct rules from participating in the ceremony as a consequence for the misconduct.

Only those students who have completed all graduation requirements (i.e., completed the required coursework or achieved the goals set in the student's individual education plan) or who have received a certificate of attendance will be allowed to participate in commencement.

A student who lacks 10 or fewer credits to satisfy graduation requirements may participate in commencement ceremonies but will not be awarded a diploma until all graduation requirements have been met.

Adopted on: March 14, 2019

Revised on:

Reviewed on: April 11, 2024

**6007**  
**Senior Recognition**

The school district will recognize the outstanding academic achievement of its graduating seniors in the following manner:

Distinction at the award night and graduation will be made for the top two students in the senior class based on their GPA. A trophy and / or a medallion will be awarded.

Students must have been at Lewiston for two full years to be considered for these two top awards. Students attending less than two full years will be ranked no higher than 3<sup>rd</sup> in the class.

Adopted on: March 14, 2019

Revised on:

Reviewed on: April 11, 2024

## **6008 Class Rank**

Student class rank shall be determined by using a numeric grade point average derived from all classes graded on a numeric basis. To be included in the class ranking, a student must have received a numeric grade for each core curriculum class in which he/she was enrolled. For the purposes of this policy, core curriculum shall include all courses in the areas of language arts, mathematics, science, and social studies.

Students who transfer into the school district will be eligible to be included in class ranking after two semesters of attendance.

Students who transfer into the school district in middle of their senior year will be eligible to be included in class ranking, although a mid-year transfer will not displace the ranking of a student who has not transferred mid-year. In those circumstances there will be two students holding the relevant class ranking. Mid-year transfer students will not be eligible to receive senior awards such as valedictorian and salutatorian unless the student has been enrolled in the district's high school for the last four semesters.

Adopted on: March 14, 2019

Revised on:

Reviewed on: April 11, 2024

## **6010 Special Education**

All children with verified disabilities who are eligible for special education services are entitled to a free appropriate public education and an equal opportunity for education according to their needs. The district will follow state and federal law as well as the rules and protocols created by the Nebraska Department of Education and the United States Department of Education in identifying, evaluating, verifying and serving students who may be entitled to rehabilitation or special education services.

The school district shall provide special education and rehabilitative services only to children with verified disabilities and qualifying conditions.

Adopted on: March 14, 2019

Revised on:

Reviewed on: April 11, 2024

**6016**  
**Homebound and Off-Campus Instruction**

The school district may provide a student with instruction in his or her home or other off-campus location under the following circumstances:

- if the student's IEP or 504 team determines that homebound instruction is appropriate;
- if the student is physically or mentally ill or injured and unable to attend regular classes and the superintendent or his/her designee had determined that a program of off-campus instruction is appropriate, after conferring with the student's parents, teacher(s) and/or physician; or
- under other circumstances which the superintendent deems to be appropriate.

Homebound and off-campus instruction may include a variety of in-person and distance learning services, as determined appropriate by the superintendent or relevant educational team. The superintendent or relevant educational team shall periodically review individual off-campus instructional programs and shall only continue them as long as they are educationally appropriate.

Adopted on: March 14, 2019

Revised on:

Reviewed on: April 11, 2024

**6021**  
**District Criteria for Selecting Evaluators to be Used for Special  
Education Evaluation and Verification and Independent Educational  
Evaluations**

The following criteria shall be used for selecting evaluators according to 92 Nebraska Administrative Code 51-006.07B:

1. Those in-state service agencies that have approved rates for the current year established by the Nebraska Department of Education. A list of service agencies with approved rates, including state agencies, individual providers, and in-state providers may be found at <https://www.education.ne.gov/sped/service-agencies/>.
2. Those Nebraska providers located within 100 miles of the building of the district where the child attends when driving by ordinary public roadways.
3. Evaluations must consider the educational, health, or other student records of the student provided by the district. The parents, guardians, or age-appropriate student must provide any required consent to the disclosure of these records unless disclosure is already authorized by state and federal law.
4. Evaluations must be provided to the district, including all educational, health, student, or other records created as part of or relied upon to complete the evaluation. The parents, guardians, or age-appropriate student must provide any required consent to the disclosure of these records unless disclosure is already authorized by state and federal law.
5. Evaluations must be conducted by a provider that is authorized, available, and willing to discuss, confer, or otherwise cooperate with the district regarding the evaluation, its results, or any other information related to the evaluation. Such cooperation may include reasonable participation in, or the submission of additional reports or information to, an IEP, MDT, or SAT team. Evaluators must make available to the district any documents or records created in relation to the evaluation, including evaluation and assessment protocols and responses, when the district determines in its sole discretion that such documentation is necessary in order to permit meaningful parental participation. The parents, guardians, or age-appropriate student must provide any required consent to the disclosure of these records or information unless disclosure is already authorized by state and federal law.

6. Evaluations must be sufficiently comprehensive for the evaluator to submit to the district a report that specifically details whether the student should be considered eligible for special education and related services, the nature of special education and related services recommended to accommodate the student's suspected disability, and the particular facts or findings underlying the evaluator's conclusions. This report must be submitted to the district within 45 days after the conclusion of the evaluation.
7. Evaluations must meet the then-current state standards for reliability, research-based processes, and educational or professional best practices.
8. Reimbursement to any evaluator chosen in conformance with this policy shall not exceed the cost that would be charged by the school district's contracted providers for the same or substantially similar evaluation.

All special education evaluations, including those independently obtained at the district's expense, must be obtained in a manner consistent with the criteria set forth above, unless state or federal law requires waiver of one or more criteria in order to accommodate unique circumstances.

Adopted on: March 14, 2019

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

Reviewed on: April 11, 2024

## **6031 Emergency Exclusion**

### **Grounds for Emergency Exclusion**

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

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

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

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

### **Extension of Exclusion**

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

**Notification of Student's Parent(s) or Guardian(s).** The superintendent or the superintendent's designee shall notify the student's parent(s) or guardian(s) that the principal has proposed the extension of the exclusion. If the initial notice is oral, the superintendent shall confirm it in writing.

**Opportunity to Request a Hearing.** The student's parent(s) or guardian(s) may submit an oral request for a hearing on the proposed extension of the exclusion within two school days of receiving the initial notice.

If the initial request for a hearing is oral, they shall confirm the request in writing.

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

**Appointment and Qualifications of a Hearing Examiner.** If the parent(s) or guardian(s) request a hearing, the superintendent shall appoint a hearing examiner upon receiving a request for a hearing. The hearing examiner may be any person who did not bring charges against the student, is not to be a witness at the hearing, and has no involvement in the charge.

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

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

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

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

**Student's Witness(es).** The student and his/her parent(s) or guardian(s) may ask any person with knowledge of the events leading up to the sanction or with general knowledge of the student's character to testify on

behalf of the student. If school personnel or other students are requested to testify by the student's parent(s) or guardian(s), the hearing officer shall endeavor to help obtain the presence of such witnesses at the hearing.

**Right to Know Issues and Nature of Testimony.** The student and his/her parent(s) or guardian(s) have the right to request in advance of the hearing the issues which the administration will propose in support of the extension, and the general nature of the testimony of any administrative or expert witnesses.

**Presence of Student and Witnesses at the Hearing.** The student and witnesses may be excluded at the discretion of the hearing examiner in accordance with state statutes. The student may speak in his/her own defense and may be questioned on such testimony, but may choose not to testify.

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

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

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

Adopted on: March 14, 2019

Revised on:

Reviewed on: April 11, 2024

## **6033 Restraint and Seclusion of Students**

Restraint and seclusion are behavioral interventions, not educational techniques. They are limited to exigent circumstances and situations that necessitate their use to protect the safety of the student, other students, staff and property. When used as safety intervention, they should be used as methods of last resort. When used as behavior intervention, they must be used according to the terms of this policy.

This policy does not cover interventions such as voice control, limited to loud, firm commands; time-limited ignoring of specific behaviors; brief physical prompts to interrupt or prevent a specific behavior; physical interventions which a student's health care provider has indicated are medically necessary for the treatment or protection of the individual; or other similar interventions.

### **I. Seclusion**

#### **A. Definition**

1. Seclusion is a last resort emergency safety intervention that provides an opportunity for the student to regain self-control. Seclusion is the confinement of a student in a room or other space from which the student is physically prevented from leaving and which provides for continuous adult observation of the student.
2. A room or area used for seclusion:
  - a. must not be locked;
  - b. must not prevent the student from exiting the area should staff become incapacitated or leave that area;
  - c. must provide for adequate space, lighting, ventilation, viewing, and the safety of the student.

#### **B. Timeout**

1. Timeout is a behavior intervention in which a student, for a limited and specified time, is placed in an environment where access to positive reinforcement is unavailable.
2. Timeout should not be confused with seclusion because a student's movement in a timeout setting is not physically restricted.
3. Timeout lies within a continuum of procedures that help students self-regulate and control their behavior.

#### **C. Seclusion is inappropriate for students who are severely self-injurious or suicidal.**

#### D. Time and Duration

1. Emergency seclusion should be used only as long as necessary to allow a student to regain control of his/her behavior, but generally:
  - a) Elementary school students – no longer than 15 minutes; and
  - b) Middle and high school students – no longer than 20 minutes.
  - c) If an emergency seclusion lasts longer than the suggested maximum time, the staff member should:
    - (1) summon additional support (e.g., change of staff, introducing a nurse or specialist, obtaining additional expertise); and
    - (2) document the need to explain the extension beyond the time limit.

#### E. Staff Requirements

While using seclusion, staff must:

1. involve appropriately-trained key identified personnel to protect the care, welfare, dignity, and safety of the student;
2. continually observe the student in seclusion for indications of physical distress and seek medical assistance if there is a concern; and
3. document observations.

## II. Restraint

There are three types of restraint: physical, chemical, and mechanical.

A. Physical restraint involves direct physical contact that prevents or significantly restricts a student's movement.

1. Restraint is a last resort emergency safety intervention. Restraint is an opportunity for the student to regain self-control.
2. This policy on physical restraint is not intended to forbid actions undertaken:
  - a. to break up a fight
  - b. to take a weapon away from a student
  - c. to hold a student briefly in order to calm or comfort
  - d. to escort a student physically from one area to another location within the school building
  - e. to assist a student in completing a task/response if the student does not resist or resistance is minimal in intensity or duration.
  - f. to hold a student briefly in order to prevent an impulsive behavior that threatens the student's immediate safety (e.g., running in front of a car).

- B. Chemical restraint is the administration of medication for the purpose of restraint.
  - 1. The school district will not, under any circumstances, engage in chemical restraint.
  - 2. Chemical restraint does not apply to medication prescribed by and administered in accordance with the directions of a physician.
- C. Mechanical restraint means the use of any device or material attached to or adjacent to a student's body that restricts normal freedom of movement and which cannot be easily removed by a student.
  - 1. Mechanical restraint does not include:
    - a. an adaptive or protective device recommended by a physician or therapist (when it is used as recommended).
    - b. safety equipment used by the general student population as intended (for example, seat belts, safety harness on school transportation).

### III. Limitations in Use

- A. Seclusion and/or restraint shall not be used:
  - 1. for the convenience of staff;
  - 2. as a substitute for an educational program; or
  - 3. as a form of discipline/punishment.

### IV. Recurring Behavior

- A. If a pattern of behavior emerges, or is anticipated, which may require the use of emergency seclusion, the school personnel must:
  - 1. conduct a functional behavioral assessment;
  - 2. call a meeting of the student's IEP team to develop or revise a positive behavior intervention plan to facilitate the reduction or elimination of the use of seclusion and/or restraint
- B. Given the limited size and training of the school district's staff, students whose behavior routinely requires seclusion and restraint may not be able to be served in the school district and may require a placement out of the school district.

### V. Prohibited Practices

- A. The following are prohibited under all circumstances, including emergency situations:
  - 1. corporal punishment;

2. the deprivation of basic needs;
3. anything that constitutes child abuse;
4. the seclusion of preschool children; and
5. the intentional application of any noxious substance(s) or stimuli which result in physical pain or extreme discomfort

Adopted on: March 14, 2019

Revised on:

Reviewed on: April 11, 2024

## 6045

### Behavioral Intervention

**General Approach.** The district utilizes a tiered system of support to foster a positive school climate and culture, encourage appropriate student behavior, and provide the necessary supports for academic and behavioral success.

**Interaction with Student Discipline Policy.** This policy does not replace the Student Discipline policy or limit the District's authority under the Student Discipline Act when behaviors warrant action under that policy or Act.

**Classroom Removal.** Students may be removed from the classroom if the student poses a threat to their own safety, the safety of others, or the environment or if the student's behavior is disruptive to the learning environment. When appropriate, prior to removal staff should consider the use of de-escalation techniques, behavior redirection, or other Tier 1 or Tier 2 or comparable interventions.

When classroom removal is appropriate, the District will consider whether the student requires additional support to transition back to the classroom and continue to monitor the student's behavior to adjust interventions and supports as needed.

**Required Training.** The School District, independently or through the educational service unit, will develop and provide behavioral awareness and intervention training to employees with behavioral management responsibilities. Each employee with behavior management responsibilities must complete the behavioral awareness and intervention training during the 2026-27 school year or during the first year of employment with the district. The length of such training will be at least 1 hour.

**Behavioral Awareness Point of Contact (BAPC).** Each school building must designate one or more school employees as a BAPC. Each BAPC must have knowledge of community services providers and other resources available for students and families. Each BAPC must coordinate access to support services for students.

The BAPC will be identified on the district website and in the school directory.

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 \$100,000, 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 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 \$150,000**

#### **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 \$3,500 (Micro-Purchases)

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$3,500. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

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

2. Construction with an Anticipated Cost of between \$3,500 and \$100,000 (Small Purchase Procedures)

For construction projects subject to this policy, small purchases are purchases that, in the aggregate amount, is more than \$3,500 and less than \$100,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

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

### **IV. Construction Projects with an Anticipated Cost Over \$150,000**

#### **A. Sealed Bids: All constructions projects subject to this policy**

**with an anticipated cost of \$150,000 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 publically 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 publically 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.**

Adopted on: October 18, 2018

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, \$100,000 (~~\$109,000~~) the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. §§ 13-2901 through 13-2914), energy financing contracts (NEB. REV. STAT. §§ 66-1062 through 66-1066), other applicable state laws, and the board's general policy on Bidding for Construction and Related Projects. In addition, all procurement and construction shall comply with the rules and requirements of 2 CFR part 200.317 through 200.326 and 34 CFR sections 75.601 through 75.615. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

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

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

connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

### **III. Construction Projects with an Anticipated Cost of Under \$250,000**

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

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

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

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

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

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

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

- B. Construction Projects with an estimated cost of between \$109,000 and \$249,999 will be made pursuant to the District's Policy on Bid Letting and Contracts.

Pursuant to Nebraska law, construction projects which have an anticipated aggregate cost of \$109,000 or more are subject to state public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106). The board will follow its standard policy on bid letting and contracts for construction projects financed with federal funds which have an anticipated aggregate cost of between \$109,000 and \$250,000.

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

- A. Sealed Bids: All constructions projects subject to this policy with an anticipated cost of \$250,000 or more will be publicly solicited using the sealed bid method

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

lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

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

#### B. Advertising for Bids.

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

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

#### C. Bid Documents

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

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

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

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

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

6. Bids will be reviewed by the Superintendent and/or designee

and submitted to the board for approval.

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

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

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

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

### **A. Required Terms**

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

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

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

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

U.S. substantially using agricultural commodities produced in the U.S.

### C. Full and Open Competition

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

### D. Debarment and Suspension

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

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

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

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

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

### F. Record Keeping

#### 1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.
  - b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
  - c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.
2. Maintenance of Construction Records for Projects Financed with Federal Funds
- a) The District must maintain records sufficient to detail the history of all construction projects financed with federal funds. These records will include, but are not necessarily limited to the following: rationale for the method of construction, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

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

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

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

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

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

### **D. Enforcement**

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

## **VII. Financial Management**

### **A. Identification.**

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

### **B. Financial Reporting**

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

### **C. Accounting Records**

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

### **D. Internal Controls**

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

District adequately safeguards all such property and assures that it is used solely for authorized purposes.

#### E. Budget Control

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

#### F. Payment Methods

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

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. The Superintendent or his/her designee must consider these factors when making an allowability determination.

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

and policies regarding expenditures have been followed.

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

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

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

#### I. Cost Sharing or Matching

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

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

## J. Documentation of Personnel Expenses

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

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

### A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 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: October 18. 2018

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

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

To the Lewiston Board of Education,

Please accept this letter as formal notice of my resignation from my teaching position with Lewiston Consolidated School, effective at the conclusion of the 2025-2026 school year.

This decision was not made lightly, as I have valued my work at Lewiston School. I simply wish to pursue new opportunities during this season of my life. I appreciate the opportunity to have worked with the students, families, and staff during my time in the district. I have gained education and friendships and it has been a pleasure to give back to a community that has been home for me.

Thank you for the experiences and professional growth I have gained while working here. I will always wish the best for the school in the future.

Sincerely,  
Allana Merwin