

Agenda

1. CALL TO ORDER AND NOTICE OF MEETING
2. FLAG SALUTE
3. OPEN MEETINGS ACT
4. ROLL CALL
5. EXCUSE ABSENT BOARD MEMBERS
6. PUBLIC COMMENTS
7. CONSENT AGENDA
 - 7.1. Approve Minutes
 - 7.2. Approve Payment of Invoices
 - 7.3. Approve Financial Reports
 - 7.4. Personnel Actions
 - 7.4.1. Approve Employment Contracts
 - 7.4.1.1. Emily Dellevoet - ELA Special Education Teacher
8. LEGISLATIVE & FINANCE
 - 8.1. Consider approval of ten-year agreement with Coca-Cola for beverage rights, vending, and related services.
 - 8.2. Consider approval of Cooperative Program Agreement with ESU 10 for Orientation & Mobility services for 2024-2025.
9. BUILDINGS & GROUNDS
 - 9.1. Consider approval of the Operations Agreement with the Lexington Recreation Management Company, LLC, and the Lexington Community Facilities Agency (LCFA) for 2024-2025.
 - 9.2. Consider approval of contract to replace floor coverings at Lexington High School.
 - 9.3. Consider approval of purchase of window treatments for the District Administration Building.
10. POLICY & TRANSPORTATION
 - 10.1. Consider approval of revisions to existing policies.
 - 10.2. Consider approval of new policies.
 - 10.3. Consider approval of 2024-2025 handbooks.
11. CURRICULUM & AMERICAN CIVICS
 - 11.1. Consider approval of contract with Nebraska Agriculture Academy, LLC, for provision of agriculture classes at LHS for 2024-2025.
12. TECHNOLOGY
 - 12.1. Consider approval of purchase of computers for LHS Journalism lab.
13. OTHER
 - 13.1. Schedule date, time, and place for annual board planning session. [**Tentatively scheduled for July 15, 5 pm, District Administration Building.**]
14. Meeting adjourned at 7:28 PM.

Customer Ad Proof

118-60121596

LEXINGTON PUBLIC SCHOOLS

Order Nbr 1221149

Publication Lexington Clipper-Herald

Contact LEXINGTON PUBLIC SCHOOLS

Address 1 PO BOX 890

Address 2

City St Zip LEXINGTON NE 68850

Phone 3083244681

Fax 3083242528

Section Class Legals

SubSection

Category 0099 LEGALS

Ad Key 1221149-1

Keywords Mtg Notice June 10

Notes

Ad Proof

**NOTICE OF MEETING
LEXINGTON PUBLIC
SCHOOLS**

NOTICE IS HEREBY GIVEN That a Regular Board Meeting of the Board of Education, School District No. 1 of Lexington, Nebraska, will convene at 7:00 pm on the 10 day of June 2024 in the Lexington City Council Chambers at 406 East 7th St. in Lexington, Nebraska, which meeting will be open to the public. An agenda of such meeting, kept continuously current, is readily available for public inspection at the office of the Superintendent of Schools, at 300 South Washington Street in Lexington.
June 1, 2024 ZNEZ

PO Number

Rate LCH CL Legal

Order Price 10.40

Amount Paid 0.00

Amount Due 10.40

Start/End Dates 06/01/2024 - 06/01/2024

Insertions 1

Size 26

Salesperson(s) Kylee Hill

Taken By Shelly Greeley -MUN

PUBLIC PARTICIPATION

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

- **Getting Started:** When you have been recognized, please identify yourself, including an address and the name of any organization you represent. The board may waive the address requirement to protect the security of the individual.
- **Time Limit:** The board will generally allow a total of 30 minutes for the presentation of all public comments. Individuals may speak only one time, and must limit comments to around 5 minutes. If there are more than 6 individuals who wish to address the board, the 30 minutes will be divided equally between the number of speakers. These time limits may be changed by a majority vote of the board members in attendance to extend the time for a specific item or speaker.
- **Personnel or Student Topic:** If you are planning to speak about a personnel or a student matter involving an individual, please understand that the district has a complaint policy and/or procedures to resolve such complaints and concerns. The Board requests that you follow the policy and procedures before addressing these matters with the Board. Be advised that comments made about individuals during public comments are not protected against claims of libel or defamation arising from those comments.
- **No Board Response or Action.** To ensure there is no violation of the Open Meetings Act, board members will generally not answer, reply to, or engage in any discussion of the questions or comments made at the meeting in which public comments are received. The board will not act on any matter unless it is on the published agenda.
- **General Rules:** This is a public meeting for the conduct of business. Comments from the audience while others are speaking will not be tolerated. Lewd, obscene, profane, slanderous, threatening and hostile conduct or statements and fighting words (words whose mere utterance entails a call to violence) will not be tolerated.

Board of Education Regular Meeting

Notice of this meeting was published in the Lexington Clipper-Herald on May 7, 2024.

May 13, 2024, 7:00 PM
Lexington City Council Chambers
406 E. 7th St.
Lexington, NE 68850

Attendance Taken at 7:00 PM.

Cindy Benjamin: Absent
Travis Maloley: Present
Garth Mins: Present
Roger Reutlinger: Present
Carlos Saiz: Present
Larry Steinberger: Present

Attendance Update Taken at 7:01 PM.

Cindy Benjamin: Present

1. CALL TO ORDER AND NOTICE OF MEETING

2. FLAG SALUTE

3. OPEN MEETINGS ACT

4. ROLL CALL

5. EXCUSE ABSENT BOARD MEMBERS

Motion to excuse Cindy Benjamin. (Cindy Benjamin arrived at 7:01 pm.) Passed with a motion by Larry Steinberger and a second by Carlos Saiz.

Travis Maloley: Yea, Garth Mins: Yea, Roger Reutlinger: Yea, Carlos Saiz: Yea, Larry Steinberger: Yea

6. PUBLIC COMMENTS

7. CONSENT AGENDA

Motion to approve the consent agenda. Passed with a motion by Carlos Saiz and a second by Garth Mins.

Cindy Benjamin: Yea, Travis Maloley: Yea, Garth Mins: Yea, Roger Reutlinger: Yea, Carlos Saiz: Yea, Larry Steinberger: Yea

7.1. Approve Minutes

7.2. Approve Payment of Invoices

7.3. Approve Financial Reports

7.4. Personnel Actions

7.4.1. Approve Resignations

7.4.1.1. Amanda Curtis - LHS English Learner (EL) Teacher

7.4.2. Approve Employment Contracts

7.4.2.1. Trinity Angle - LMS Language Arts Teacher

7.4.2.2. Robert Evans - LMS Alternative Education Teacher

7.4.2.3. Marlon Leiva - LHS Ag Sciences/Industrial Technology Teacher

7.4.2.4. Alexis Linder - LHS English Learner (EL) Teacher

8. LEGISLATIVE & FINANCE

8.1. Consider approval of contract with Ambience Consulting, LLC, for school psychology and mental health services.

Motion to approve contract as presented. Passed with a motion by Garth Mins and a second by Carlos Saiz.

Cindy Benjamin: Yea, Travis Maloley: Yea, Garth Mins: Yea, Roger Reutlinger: Yea, Carlos Saiz: Yea, Larry Steinberger: Yea

9. BUILDINGS & GROUNDS

9.1. Consider approval of proposal to replace LHS walk-in cooler and freezer. Motion to approve proposal from RARE Refrigeration to install new walk-in cooler and freezer in the amount of \$123,986.57, as presented. Passed with a motion by Larry Steinberger and a second by Cindy Benjamin.

Cindy Benjamin: Yea, Travis Maloley: Yea, Garth Mins: Yea, Roger Reutlinger: Yea, Carlos Saiz: Yea, Larry Steinberger: Yea

9.2. Consider purchase of glass security film.

Motion to approve proposal from Pro-Tint for glass security film installation in the amount of \$61,973.00. Passed with a motion by Cindy Benjamin and a second by Garth Mins.

Cindy Benjamin: Yea, Travis Maloley: Yea, Garth Mins: Yea, Roger Reutlinger: Yea, Carlos Saiz: Yea, Larry Steinberger: Yea

9.3. Discuss, consider, and take action to employ a temporary summer technology assistant due to a superintendent conflict of interest.

Motion to approve the hiring of Aaron Hakonson as a temporary summer technology assistant. Passed with a motion by Larry Steinberger and a second by Cindy Benjamin.

Cindy Benjamin: Yea, Travis Maloley: Yea, Garth Mins: Yea, Roger Reutlinger: Yea, Carlos Saiz: Yea, Larry Steinberger: Yea

10. POLICY & TRANSPORTATION

10.1. Consider approval of unpaid leave of absence from teacher Miranda Summers.

Motion to approve unpaid leave of absence requested by Miranda Summers. Passed with a motion by Cindy Benjamin and a second by Garth Mins.

Cindy Benjamin: Yea, Travis Maloley: Yea, Garth Mins: Yea, Roger Reutlinger: Yea, Carlos Saiz: Yea, Larry Steinberger: Yea

10.2. Consider approval of out of state travel requests.

Motion to approve travel requests as presented. Passed with a motion by Larry Steinberger and a second by Carlos Saiz.

Cindy Benjamin: Yea, Travis Maloley: Yea, Garth Mins: Yea, Roger Reutlinger: Yea, Carlos Saiz: Yea, Larry Steinberger: Yea

11. CURRICULUM & AMERICAN CIVICS

11.1. Consider purchase of grades 4-5 phonics materials.

Motion to approve purchase of phonics materials from 95 Percent Group in the amount of \$25,608.00, as presented. Passed with a motion by Cindy Benjamin and a second by Carlos Saiz.

Cindy Benjamin: Yea, Travis Maloley: Yea, Garth Mins: Yea, Roger Reutlinger: Yea, Carlos Saiz: Yea, Larry Steinberger: Yea

12. OTHER

12.1. Schedule date, time, and place for annual board planning session.

13. REPORTS

13.1. Principals, Administrators, and Directors

13.1.1. Eric Bell - LHS summer school update.

13.1.2. Amber Nichols - Elementary summer school update.

13.1.3. Scott West - LMS summer school update and new "do your best" testing incentive.

13.2. Superintendent

13.2.1. LHS spring activities participation 2024.

13.2.2. Congratulations to the LHS Journalism state champion Yearbook staff and to individual state champions Maddy Armstrong, Daisy Gomez, and Brooklyn Lul.

13.2.3. Congratulations to the LHS Boys Soccer Team for qualifying for the state championships and making it to the finals. We are also proud of our coaches and players for their donation to Elkhorn for tornado disaster relief.

13.2.4. Congratulations to Grace Goodwin for qualifying for the National Speech & Debate Competition in Des Moines in mid June.

13.2.5. Congratulations to Christian Burton for qualifying for the FCCLA National Leadership Conference in Seattle in late June.

13.2.6. Congratulations to the eight Minuteman and Minutemaids state track qualifiers Lazaro Adame-Lopez, Christian Burton, Susana Calmo, Miguel Castellanos, Jante Miller-Alarcon, Isac Portillo-Munoz, Abbi Sutton, and Madysen Wolfe. They will compete at Burke High School in Omaha in mid May.

13.2.7. We have a little over \$400K in ESSER III funds to spend by September thanks to an overestimation of other costs included in our original grant application. Carpeting was included in the application and approved by NDE, but we put it on the back burner thinking we would not have enough funding to cover it. We propose to proceed with recarpeting at LHS and possibly other locations this summer with these remaining funds.

14. DISCUSS, CONSIDER, CONDUCT A STRATEGY SESSION, AND TAKE POSSIBLE ACTION WITH RESPECT TO REAL ESTATE PURCHASE.

Motion for board to enter closed session to discuss the proposed purchase price and the terms of any purchase agreement and to give negotiating guidance to the superintendent or designee because it is in the public interest to do so (7:26 PM). Passed with a motion by Larry Steinberger and a second by Cindy Benjamin.

Cindy Benjamin: Yea, Travis Maloley: Yea, Garth Mins: Yea, Roger Reutlinger: Yea, Carlos Saiz: Yea, Larry Steinberger: Yea

Motion to return to open session (7:38 PM). Passed with a motion by Carlos Saiz and a second by Garth Mins.

Cindy Benjamin: Yea, Travis Maloley: Yea, Garth Mins: Yea, Roger Reutlinger: Yea, Carlos Saiz: Yea, Larry Steinberger: Yea

15. Meeting adjourned at 7:39 PM.

Chairperson

Superintendent

Detail Check Register

Posted; Batch Description GF Checks 6/10/24 KJF

Checking Account: 1

1

Check Number:	Check Type:	Check Date:	Vendor:		Check Total:
157599	Automatic Payment	06/10/2024	BLACKHILLS	Black Hills Energy	8,756.44
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20240603	06/03/2024		Op. of Bldg. Natural Gas DW	01 2610 621 000 0 000	129.32
20240603	06/03/2024		Op. of Bldg. Natural Gas DW	01 2610 621 000 0 000	283.48
20240603	06/03/2024		Op. of Bldg. Natural Gas HS	01 2610 621 001 0 000	3,031.51
20240603	06/03/2024		Op. of Bldg. Natural Gas HS	01 2610 621 001 0 000	463.50
20240603	06/03/2024		Op. of Bldg. Natural Gas HS	01 2610 621 001 0 000	370.62
20240603	06/03/2024		Op. of Bldg. Natural Gas MS	01 2610 621 002 0 000	3,122.47
20240603	06/03/2024		Op. of Bldg. Natural Gas Bryan	01 2610 621 003 0 000	531.47
20240603	06/03/2024		Op. of Bldg. Natural Gas Bryan	01 2610 621 003 0 000	56.09
20240603	06/03/2024		Op. of Bldg. Natural Gas Morton	01 2610 621 004 0 000	235.61
20240603	06/03/2024		Op. of Bldg. Natural Gas Pershing	01 2610 621 005 0 000	165.59
20240603	06/03/2024		Op. of Bldg. Natural Gas Sandoz	01 2610 621 006 0 000	366.78
157600	Automatic Payment	06/10/2024	NEBRASKAGO	Nebraska.Gov	22.50
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
8402634	06/05/2024		Personnel Services Technical Services	01 2570 350 000 0 000	22.50
157601	Automatic Payment	06/10/2024	REVTRAK	RevTrak	29.95
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
June 2024	06/02/2024		Fiscal Services Technical Services	01 2510 350 000 0 000	29.95
157602	Automatic Payment	06/10/2024	VERIZONWIR	Verizon Wireless	3,718.10
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
9965053228	06/03/2024		Op. of Bldg. Fiber/Phone DW	01 2610 530 000 0 000	3,037.93
9965053229	06/03/2024		Op. of Bldg. Fiber/Phone DW	01 2610 530 000 0 000	680.17
56243	Check	06/10/2024	95GROUPINC	95% Group Inc	966.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
INV149237	06/05/2024	GF030496	Booster Bundle: Summer School R2 digital	01 1300 610 004 0 000	276.00
INV149237	06/05/2024	GF030496	Booster Bundle: Summer School R3 digital	01 1300 610 004 0 000	690.00
56244	Check	06/10/2024	AMAZONCAPI	Amazon Capital Services	1,902.67
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
1143-TJVW-3YTJ	06/04/2024	GF030080	supplies	01 1100 610 003 0 000	49.69
13RT-JM1D-KD6C	06/02/2024	GF030447	supplies	01 2710 610 000 0 000	35.96
17MW-JKNH-14Q4	06/05/2024	GF030492	supplies	01 1100 603 001 0 000	31.12
17MW-JKNH-4MPK	06/05/2024	GF030459	supplies	01 1200 610 000 0 000	65.96
1DH4-WQ6K-KMPL	06/02/2024	GF030431	summer school supplies	01 1300 610 002 0 000	27.98
1DH4-WQ6K-KMPL	06/02/2024	GF030431	Summer School Supply-Elementary	01 1300 610 004 0 000	5.99
1DH4-WQ6K-KMPL	06/02/2024	GF030431	Fiscal Services Supply	01 2510 610 000 0 000	5.83
1DVR-7L3X-DMHG	05/25/2024	GF030431	summer school supplies	01 1300 610 002 0 000	1,055.86
1DVR-FPDJ-16ML	06/04/2024	GF030486	supplies	01 2620 610 000 0 000	246.73

Detail Check Register

Posted; Batch Description GF Checks 6/10/24 KJF

Checking Account: 1		1					
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	<u>Check Total:</u>	
1GKQ-PHPP-JFLP	06/03/2024	GF030459	supplies	01 1200 610 000 0 000	(19.99)		
1HXV-PJG6-1P3H	06/04/2024	GF030477	supplies	01 1190 610 009 0 000	123.34		
1PVT-3NWX-1DJ7	06/04/2024	GF030477	supplies	01 1190 610 009 0 000	289.97		
1VQH-RP9W-7NH1	06/05/2024	GF030459	supplies	01 1200 610 000 0 000	(15.77)		
Check Number: 56245	Check Type: Check	Check Date: 06/10/2024	Vendor: EARTHGRAIN	Bimbo Bakeries USA	Check Total:	2,397.75	
20240604	06/04/2024		School Lunch Supply FOOD	06 3100 630 000 0 000	2,397.75		
Check Number: 56246	Check Type: Check	Check Date: 06/10/2024	Vendor: BOBSTRUEVA	Bob's True Value	Check Total:	123.08	
A126707	05/28/2024	GF029532	classroom consumables	01 1100 612 001 0 000	31.96		
A126722	05/28/2024	GF029541	Maintenance Supply District-Wide	01 2620 610 000 0 000	8.74		
A127345	05/28/2024	GF029541	Op. of Bldg. Contracted Plumbing Service	01 2620 436 000 0 000	58.64		
A127392	05/28/2024	GF029541	Maintenance Supply Morton	01 2620 610 004 0 000	3.38		
A127592	05/28/2024	GF029541	Maintenance Supply District-Wide	01 2620 610 000 0 000	2.38		
A127740	05/28/2024	GF029541	Maintenance Supply MS	01 2620 610 002 0 000	11.99		
A127757	05/28/2024	GF029541	Maintenance Supply MS	01 2620 610 002 0 000	5.99		
Check Number: 56247	Check Type: Check	Check Date: 06/10/2024	Vendor: BRENMARCOM	The Brenmar Company	Check Total:	2,287.50	
0626579-IN	06/05/2024		bags	06 3100 610 000 0 000	2,287.50		
Check Number: 56248	Check Type: Check	Check Date: 06/10/2024	Vendor: CSTRUCKSAL	C & S TRUCK & SALVAGE, INC.	Check Total:	8,000.00	
0102361	05/28/2024		bus 5 engine	01 2710 430 000 0 000	8,000.00		
Check Number: 56249	Check Type: Check	Check Date: 06/10/2024	Vendor: CAPSTONE	CAPSTONE	Check Total:	5,480.00	
355968	06/04/2024	GF030464	PebbleGo Gold- 1 year	01 2220 640 000 0 000	5,480.00		
Check Number: 56250	Check Type: Check	Check Date: 06/10/2024	Vendor: CAROLINASC	Carolina Biological Supply Co	Check Total:	77.74	
52598811 RI	06/05/2024	GF030493	supplies	01 1100 603 001 0 000	77.74		
Check Number: 56251	Check Type: Check	Check Date: 06/10/2024	Vendor: CASHWA	CASH-WA DISTRIBUTING CO.	Check Total:	22,237.48	
14194434	05/25/2024		School Lunch Supply FOOD	06 3100 630 000 0 000	1,637.72		
14195520	05/25/2024		School Lunch NON-FOOD Supply	06 3100 610 000 0 000	259.35		
14195520	05/25/2024		School Lunch Supply FOOD	06 3100 630 000 0 000	3,812.22		
14199845	05/25/2024		School Lunch NON-FOOD Supply	06 3100 610 000 0 000	259.35		
14199845	05/25/2024		School Lunch Supply FOOD	06 3100 630 000 0 000	3,527.00		
14202405	05/25/2024		School Lunch Supply FOOD	06 3100 630 000 0 000	1,845.74		
14203519	05/25/2024		School Lunch NON-FOOD Supply	06 3100 610 000 0 000	893.74		

Checking Account: 1

1

14204434	05/25/2024	School Lunch Supply FOOD	06 3100 630 000 0 000	2,478.22
14207796	05/25/2024	School Lunch NON-FOOD Supply	06 3100 610 000 0 000	365.07
14207796	05/25/2024	School Lunch Supply FOOD	06 3100 630 000 0 000	1,527.49
14209805	05/25/2024	School Lunch Supply FOOD	06 3100 630 000 0 000	1,709.95
14210404	05/25/2024	School Lunch Supply FOOD	06 3100 630 000 0 000	1,062.60
14224961	06/03/2024	School Lunch NON-FOOD Supply	06 3100 610 000 0 000	604.25
14224961	06/03/2024	School Lunch Supply FOOD	06 3100 630 000 0 000	1,359.60
14226041	06/03/2024	School Lunch Supply FOOD	06 3100 630 000 0 000	681.66
A14196403	05/25/2024	School Lunch Supply FOOD	06 3100 630 000 0 000	485.00
A14202100	05/25/2024	School Lunch Supply FOOD	06 3100 630 000 0 000	485.00
CM3614517	05/25/2024	School Lunch Supply FOOD	06 3100 630 000 0 000	(1,031.36)
S14200486	05/25/2024	School Lunch Supply FOOD	06 3100 630 000 0 000	274.88

Check Number: 56252 Check Type: Check Check Date: 06/10/2024 Vendor: CENTURYLI2 CenturyLink Check Total: 2,285.63

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20240603	06/03/2024		Op. of Bldg. Fiber/Phone DW	01 2610 530 000 0 000	154.29
20240603	06/03/2024		Op. of Bldg. Fiber/Phone DW	01 2610 530 000 0 000	71.37
20240603	06/03/2024		Op. of Bldg. Fiber/Phone DW	01 2610 530 000 0 000	0.00
20240603	06/03/2024		Op. of Bldg. Fiber/Phone HS	01 2610 530 001 0 000	499.59
20240603	06/03/2024		Op. of Bldg. Fiber/Phone MS	01 2610 530 002 0 000	499.59
20240603	06/03/2024		Op. of Bldg. Fiber/Phone MS	01 2610 530 002 0 000	71.37
20240603	06/03/2024		Op. of Bldg. Fiber/Phone Bryan	01 2610 530 003 0 000	142.74
20240603	06/03/2024		Op. of Bldg. Fiber/Phone Morton	01 2610 530 004 0 000	214.11
20240603	06/03/2024		Op. of Bldg. Fiber/Phone Pershing	01 2610 530 005 0 000	142.74
20240603	06/03/2024		Op. of Bldg. Fiber/Phone Sandoz	01 2610 530 006 0 000	214.11
20240603	06/03/2024		Op. of Bldg. Fiber/Phone ELA	01 2610 530 009 0 000	275.72

Check Number: 56253 Check Type: Check Check Date: 06/10/2024 Vendor: CENTURYLI1 CenturyLink Communication Check Total: 8.07

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
688657061	05/28/2024		Op. of Bldg. Fiber/Phone DW	01 2610 530 000 0 000	8.07

Check Number: 56254 Check Type: Check Check Date: 06/10/2024 Vendor: CHARTERCOM Charter Communications Check Total: 401.07

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
176211401052124	05/28/2024		Technology Communications DW	01 2230 530 000 0 000	401.07

Check Number: 56255 Check Type: Check Check Date: 06/10/2024 Vendor: DANSSANITA DAN'S SANITATION Check Total: 3,017.97

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20240602	06/02/2024		Op. of Bldg. Contracted Sanitation Svcs.	01 2620 421 000 0 000	127.75
20240602	06/02/2024		Op. of Bldg. Contracted Sanitation Svcs.	01 2620 421 000 0 000	330.97
20240602	06/02/2024		Op. of Bldg. Contracted Sanitation Svcs.	01 2620 421 000 0 000	66.75
20240602	06/02/2024		Op. of Bldg. Sanitation Svcs. HS	01 2620 421 001 0 000	76.75
20240602	06/02/2024		Op. of Bldg. Sanitation Svcs. HS	01 2620 421 001 0 000	50.75
20240602	06/02/2024		Op. of Bldg. Sanitation Svcs. HS	01 2620 421 001 0 000	66.75

Detail Check Register

Posted; Batch Description GF Checks 6/10/24 KJF

Checking Account: 1

1

20240602	06/02/2024	Op. of Bldg. Sanitation Svcs. HS	01 2620 421 001 0 000	59.75
20240602	06/02/2024	Op. of Bldg. Sanitation Svcs. HS	01 2620 421 001 0 000	676.75
20240602	06/02/2024	Op. of Bldg. Sanitation Svcs. MS	01 2620 421 002 0 000	459.75
20240602	06/02/2024	Op. of Bldg. Sanitation Svcs. Bryan	01 2620 421 003 0 000	236.75
20240602	06/02/2024	Op. of Bldg. Sanitation Svcs. Morton	01 2620 421 004 0 000	307.75
20240602	06/02/2024	Op. of Bldg. Sanitation Svcs. Pershing	01 2620 421 005 0 000	284.75
20240602	06/02/2024	Op. of Bldg. Sanitation Svcs. Sandoz	01 2620 421 006 0 000	272.75

Check Number: 56256	Check Type: Check	Check Date: 06/10/2024	Vendor: DELIGHTDON	DELIGHT DONUTS	Check Total: 309.20
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
4/4/24	06/02/2024	GF029613	donuts	01 1100 610 001 0 000	132.65
4/9/24	06/02/2024	GF029613	donuts	01 1100 610 001 0 000	176.55

Check Number: 56257	Check Type: Check	Check Date: 06/10/2024	Vendor: ELECTRICFI	ELECTRICAL ENGINEERING & EQUIPMENT CO.	Check Total: 517.70
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
8542208-01	06/02/2024	GF030362	contractor for rtu 1	01 2620 437 005 0 000	187.35
8548847-00	05/25/2024	GF029539	Op. of Bldg. Cont. Electrical Svcs. MS	01 2620 435 002 0 000	102.59
8550681-00	05/25/2024	GF029539	Op. of Bldg. Cont. Electrical Svcs. HS	01 2620 435 001 0 000	40.61
8555368-00	05/25/2024	GF029539	Maintenance Supply District-Wide	01 2620 610 000 0 000	6.25
8558055-00	05/25/2024	GF029539	Op. of Bldg. Cont. Heating & Air Svcs.	01 2620 437 000 0 000	11.98
8561074-00	05/25/2024	GF029539	Op. of Bldg. Contracted Electrical DW	01 2620 435 000 0 000	4.83
8561982-00	05/25/2024	GF029539	Op. of Bldg. Cont. Heating & Air Svcs.	01 2620 437 000 0 000	17.58
8565521-00	06/02/2024	GF029539	Maintenance Supply District-Wide	01 2620 610 000 0 000	16.83
8566415-00	06/02/2024	GF029539	Op. of Bldg. Contracted Electrical DW	01 2620 435 000 0 000	129.68

Check Number: 56258	Check Type: Check	Check Date: 06/10/2024	Vendor: EMBASSYSU2	EMBASSY SUITES OF LINCOLN	Check Total: 290.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20240604	06/04/2024		Prof. Dev. Travel, Meal, Hotel MS	01 2213 580 002 0 000	290.00

Check Number: 56259	Check Type: Check	Check Date: 06/10/2024	Vendor: ESU10	ESU 10	Check Total: 15,377.05
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20240604	06/04/2024		Student Record System Inservice	01 1200 330 000 0 000	4,922.00
20240604	06/04/2024		SPED K-12 Professional Development DW	01 1200 330 000 0 000	60.00
20240604	06/04/2024		SLP/Audio Svcs. Professional Svcs. HS	01 2151 340 001 0 000	3,393.12
20240604	06/04/2024		SLP/Audio Svcs. Professional Svcs. HS	01 2151 340 001 0 000	159.69
20240604	06/04/2024		SLP/Audio Svcs. Professional Svcs. HS	01 2151 340 001 0 000	578.12
20240604	06/04/2024		SLP/Audio Svcs. Professional Svcs. Persh	01 2151 340 005 0 000	565.19
20240604	06/04/2024		SLP/Audio Svcs. Professional Svcs. Persh	01 2151 340 005 0 000	578.12
20240604	06/04/2024		SLP/Audio Svcs. Professional Svcs. ELA	01 2152 340 009 0 000	144.53
20240604	06/04/2024		SLP/Audio Svcs. Professional Svcs. ELA	01 2152 340 009 0 000	0.00
20240604	06/04/2024		SLP/Audio Svcs. Professional Svcs. ELA	01 2152 340 009 0 000	0.00
20240604	06/04/2024		SLP/Audio Professional Svcs. HBD	01 2153 340 015 0 000	144.53

Detail Check Register

Posted; Batch Description GF Checks 6/10/24 KJF

Checking Account: 1		1					
20240604	06/04/2024		Vision Services K-12 Prof. Services	01 2181 340 000 0 000		2,965.87	
20240604	06/04/2024		Vision Services K-12 Prof. Services	01 2181 340 000 0 000		1,305.40	
20240604	06/04/2024		Vision Services Age 3-5 Prof. Services	01 2182 340 009 0 000		435.48	
20240604	06/04/2024		Vision Services Age 0-2 Prof. Services	01 2183 340 015 0 000		0.00	
20240604	06/04/2024		Technology Tech-Related Repairs	01 2230 432 000 0 000		85.00	
20240604	06/04/2024		Technology Communications DW	01 2230 530 000 0 000		0.00	
20240604	06/04/2024		Technology Tech-Related Supply DW	01 2230 650 000 0 000		0.00	
20240604	06/04/2024		Beyond the Bells P/D	01 3591 330 000 0 000		40.00	
Check Number: 56260	Check Type: Check	Check Date: 06/10/2024	Vendor: FOLLETT1	Follett Content Solutions, Inc	Check Total:	299.02	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
353456F	05/28/2024	GF029955	library books	01 2220 640 001 0 000	130.77		
786936F	05/28/2024	GF029716	books	01 2220 640 002 0 000	168.25		
Check Number: 56261	Check Type: Check	Check Date: 06/10/2024	Vendor: GOVCONNECT	GOVCONNECTION, INC	Check Total:	7,755.54	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
75339648	06/04/2024	GF030457	Extreme Networks Renewal 1yr	01 2230 740 000 0 000	7,755.54		
Check Number: 56262	Check Type: Check	Check Date: 06/10/2024	Vendor: GREATPLAIN	Great Plains Asbestos Control	Check Total:	8,560.00	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
3282-01	06/03/2024		asbestos removal 1215 Grant	10 2620 320 000 0 000	8,560.00		
Check Number: 56263	Check Type: Check	Check Date: 06/10/2024	Vendor: GREATPLAI4	Great Plains Communications	Check Total:	145.26	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
20240604	06/04/2024		Technology Communications DW	01 2230 530 000 0 000	145.26		
Check Number: 56264	Check Type: Check	Check Date: 06/10/2024	Vendor: GREATPLATT	GREAT PLATTE RIVER ROAD ARCHWAY MONUMENT	Check Total:	150.00	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
00181	06/04/2024	GF030411	field trip June 13	01 1300 610 001 0 000	150.00		
Check Number: 56265	Check Type: Check	Check Date: 06/10/2024	Vendor: GREATPLATT	GREAT PLATTE RIVER ROAD ARCHWAY MONUMENT	Check Total:	110.00	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
20240605	06/05/2024		field trip	01 1300 610 001 0 000	110.00		
Check Number: 56266	Check Type: Check	Check Date: 06/10/2024	Vendor: HDSUPPLY	HD Supply	Check Total:	1,483.97	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
808116719	06/05/2024	GF030453	paper towl dispensers	01 2620 610 000 0 000	1,483.97		
Check Number: 56267	Check Type: Check	Check Date: 06/10/2024	Vendor: HEARTLAND1	Heartland Chevrolet Buick INC	Check Total:	666.51	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
6033654/1	06/02/2024	GF030473	Van RA repairs	01 2710 430 000 0 000	666.51		
Check Number: 56268	Check Type: Check	Check Date: 06/10/2024	Vendor: HILAND	Hiland Dairy Foods Company	Check Total:	13,669.64	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		

Detail Check Register

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Checking Account: 1		1					
20240605	06/05/2024		School Lunch Supply FOOD	06 3100 630 000 0 000		13,669.64	
Check Number: 56269	Check Type: Check	Check Date: 06/10/2024	Vendor: HOEHNERTUR	Chris Hoehner	Check Total:	2,063.75	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
8260	06/02/2024		Grounds Contracted Lawn Care HS	01 2630 422 001 0 000	1,160.75		
8260	06/02/2024		Grounds Contracted Lawn Care Morton	01 2630 422 004 0 000	399.00		
8260	06/02/2024		Grounds Contracted Lawn Care Pershing	01 2630 422 005 0 000	261.00		
8260	06/02/2024		Grounds Contracted Lawn Care Sandoz	01 2630 422 006 0 000	243.00		
Check Number: 56270	Check Type: Check	Check Date: 06/10/2024	Vendor: HOMETOWNLE	HOMETOWN LEASING	Check Total:	12,840.65	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
20240602	06/02/2024		Reg. Ed. Printint & Binding DW	01 1100 550 000 0 000	12,840.65		
Check Number: 56271	Check Type: Check	Check Date: 06/10/2024	Vendor: ISLANDSUPP	Island Supply Welding Co	Check Total:	17.50	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
318870	06/02/2024	GF029535	classroom consumables	01 1100 613 001 0 000	17.50		
Check Number: 56272	Check Type: Check	Check Date: 06/10/2024	Vendor: JOHNSTONES	JOHNSTONE SUPPLY Inc.	Check Total:	750.55	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
6219148A	06/02/2024	GF030450	HS bearing assembly & coil cleaner	01 2620 437 001 0 000	658.00		
7160853	05/28/2024		HS walk in freezers	01 2620 437 001 0 000	92.55		
Check Number: 56273	Check Type: Check	Check Date: 06/10/2024	Vendor: JONES	JONES PLUMBING & HEATING	Check Total:	671.26	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
76644	06/05/2024	GF029542	Op. of Bldg. Contracted Plumbing Service	01 2620 436 000 0 000	3.00		
76658	06/05/2024	GF029542	Op. of Bldg. Cont. Heat/Air Svcs. Bryan	01 2620 437 003 0 000	26.00		
76721	06/05/2024	GF029542	Op. of Bldg. Contracted Plumbing Service	01 2620 436 000 0 000	156.76		
76723	06/05/2024	GF029542	Op. of Bldg. Plumbing Svcs. MS	01 2620 436 002 0 000	60.00		
76724	06/05/2024	GF029542	Op. of Bldg. Contracted Plumbing Service	01 2620 436 000 0 000	136.00		
76815	06/05/2024	GF029542	Op. of Bldg. Contracted Plumbing Service	01 2620 436 000 0 000	8.00		
76819	06/05/2024	GF029542	Op. of Bldg. Plumbing Svcs. HS	01 2620 436 001 0 000	50.50		
76820	06/05/2024	GF029542	Op. of Bldg. Contracted Plumbing Service	01 2620 436 000 0 000	231.00		
Check Number: 56274	Check Type: Check	Check Date: 06/10/2024	Vendor: KEARNEYWIN	Kearney Winnelson Co	Check Total:	299.79	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
447216 02	05/28/2024	GF030359	fixture replacements for bathrooms	01 2620 436 004 0 000	260.00		
449784 01	05/28/2024	GF030434	copper pipe for repairs at the old bus b	01 2620 436 000 0 000	85.40		
449962 01	05/28/2024	GF029964	sink and faucet replacement for upstairs	01 2620 436 000 0 000	(55.00)		
450142 01	05/28/2024	GF030442	shut off tools	01 2620 436 005 0 000	9.39		
Check Number: 56275	Check Type: Check	Check Date: 06/10/2024	Vendor: KRYTERIONI	Kryterion, Inc	Check Total:	140.00	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
IN09372	06/02/2024	GF030475	google certification for educators	01 2230 320 000 0 000	140.00		
Check Number: 56276	Check Type: Check	Check Date: 06/10/2024	Vendor: KSBSCHOOLL	KSB School Law, PC LLC	Check Total:	5,200.00	

Checking Account: 1

1

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
16495	06/04/2024		District Legal Services	01 2330 317 000 0 000	5,200.00
Check Number: 56277	Check Type: Check	Check Date: 06/10/2024	Vendor: LEXFAMEYE	Lexington Family Eyecare	Check Total: 115.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
187051	05/28/2024	GF029923	Nexsi Arias-Moroy eye exam	01 6991 610 000 0 000	115.00
Check Number: 56278	Check Type: Check	Check Date: 06/10/2024	Vendor: LEXRHC	Lexington Regional Health Center	Check Total: 7,999.54
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
May 2024	06/02/2024		OT Services K-12 Prof. Services	01 2161 340 000 0 000	3,171.06
May 2024	06/02/2024		OT Services Age 3-5 Prof. Services	01 2162 340 009 0 000	824.76
May 2024	06/02/2024		OT Services Age 0-2 Prof. Services	01 2163 340 015 0 000	59.25
May 2024	06/02/2024		PT Services K-12 Prof. Services	01 2171 340 000 0 000	2,795.02
May 2024	06/02/2024		PT Services Age 3-5 Prof. Services	01 2172 340 009 0 000	525.35
May 2024	06/02/2024		PT Services Age 0-2 Prof. Services	01 2173 340 015 0 000	624.10
Check Number: 56279	Check Type: Check	Check Date: 06/10/2024	Vendor: LINCOLNJOU	LINCOLN JOURNAL-STAR	Check Total: 2,372.46
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20240602	06/02/2024		BOE Advertising	01 2310 540 000 0 000	2,372.46
Check Number: 56280	Check Type: Check	Check Date: 06/10/2024	Vendor: MADELINEESC	Madeline's Cafe & Bakery	Check Total: 154.90
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
241	06/02/2024	GF030474	LUNCH	01 2310 610 000 0 000	154.90
Check Number: 56281	Check Type: Check	Check Date: 06/10/2024	Vendor: MEADLUMBER	MEAD LUMBER	Check Total: 637.58
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
10543930	05/25/2024	GF029540	Maintenance Supply District-Wide	01 2620 610 000 0 000	13.42
10550973	05/25/2024	GF029540	Maintenance Supply HS	01 2620 610 001 0 000	6.71
10561028	05/25/2024	GF029540	Maintenance Supply District-Wide	01 2620 610 000 0 000	81.50
10565440	05/25/2024	GF029540	Vehicle Repair and Maintenance	01 2650 430 000 0 000	41.73
10574961	05/25/2024	GF029540	Maintenance Supply District-Wide	01 2620 610 000 0 000	49.99
10575121	05/25/2024	GF029533	classroom consumables	01 1100 612 001 0 000	88.42
10624245	05/25/2024	GF029540	Maintenance Supply District-Wide	01 2620 610 000 0 000	14.29
10624509	05/25/2024	GF029540	Maintenance Supply HS	01 2620 610 001 0 000	7.19
10633286	05/28/2024	GF029540	Maintenance Supply MS	01 2620 610 002 0 000	27.02
10641543	05/25/2024	GF029540	Maintenance Supply District-Wide	01 2620 610 000 0 000	71.54
10650162	05/25/2024	GF029533	classroom consumables	01 1100 612 001 0 000	57.12
10650175	05/25/2024	GF029533	classroom consumables	01 1100 612 001 0 000	40.30
10659127	06/02/2024	GF029540	Maintenance Supply District-Wide	01 2620 610 000 0 000	16.97
10659787	06/03/2024	GF029540	Maintenance Supply District-Wide	01 2620 610 000 0 000	74.99
10666481	06/04/2024	GF029540	Maintenance Supply Sandoz	01 2620 610 006 0 000	31.63
10667312	06/03/2024	GF029540	Grounds Supply Pershing	01 2630 610 005 0 000	29.52
754501	06/02/2024	GF029540	Grounds Supply Pershing	01 2630 610 005 0 000	(14.76)

Detail Check Register

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Checking Account: 1		1					
Check Number:	Check Type:	Check Date:	Vendor:		Check Total:		
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
56282	Check	06/10/2024	MICAHSHOUS	Micah's House	1,672.00		
2.	06/05/2024		McKinney-Vento HCY-II Supplies DW	01 6994 610 000 0 000	1,672.00		
56283	Check	06/10/2024	MIDNEBRAS	Mid-Nebraska Garage Doors, Inc	1,120.00		
16457	06/03/2024	GF030438	garage door repair	01 2620 610 000 0 000	1,120.00		
56284	Check	06/10/2024	MIDWESTFL2	MIDWEST FLOOR SPECIALISTS	3,975.00		
288	06/03/2024		Maintenance Supply HS	01 2620 610 001 0 000	3,975.00		
56285	Check	06/10/2024	MIDWESTTEC	MID-WEST TECH	245.60		
2144534-00	06/03/2024	GF030073	supplies	01 1100 613 001 0 000	245.60		
V*2144534-00	06/05/2024	GF030073	supplies	01 1100 613 001 0 000	(245.60)		
56286	Check	06/10/2024	MIDWESTTE2	MIDWEST TECH PRODUCTS & SERV.	9.20		
2144535-00	06/03/2024	GF030123	supplies	01 1100 610 003 0 000	9.20		
56287	Check	06/10/2024	NCSA	NE COUNCIL OF SCHOOL ADMIN	694.00		
20240603	06/03/2024		Tiffany Denker membership	01 2410 330 003 0 000	694.00		
56288	Check	06/10/2024	NCA	Nebraska Coaches Association	6,015.00		
20240602	06/02/2024		coach registrations	01 1101 330 001 0 000	6,015.00		
56289	Check	06/10/2024	NEBRASKAD4	Nebraska Department of Education	500.00		
52924003	06/02/2024		AT Cadre for Abbie Benson	01 1200 330 000 0 000	250.00		
52924015	06/02/2024		AT Cadre for Nicole Lopez	01 1200 330 000 0 000	250.00		
56290	Check	06/10/2024	OMAHATRUCK	OMAHA TRUCK CENTER	267.39		
XA106178210:01	06/02/2024		bus child check	01 2710 430 000 0 000	267.39		
56291	Check	06/10/2024	ONESOURCEI	ONE SOURCE Inc.	569.00		
2022155392	06/03/2024		background checks	01 2570 350 000 0 000	426.00		
2022155393	06/03/2024		background checks	01 2570 350 000 0 000	143.00		
56292	Check	06/10/2024	OREILLYAUT	O'Reilly Auto Parts	176.56		
4799-110604	06/02/2024	GF029531	classroom consumables	01 1100 613 001 0 000	156.57		

Detail Check Register

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Checking Account: 1		1					
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	<u>Check Total:</u>	<u>Detail Amount</u>
4799-110741	06/02/2024	GF029543	Maintenance Supply District-Wide	01 2620 610 000 0 000	19.99		
Check Number: 56293	Check Type: Check	Check Date: 06/10/2024	Vendor: TIGERPAPER	Paper Tiger Shredding	Check Total:	375.00	
200373	06/03/2024		Fiscal Services Professional Services	01 2510 340 000 0 000	375.00		
Check Number: 56294	Check Type: Check	Check Date: 06/10/2024	Vendor: PIONEERVIL	PIONEER VILLAGE	Check Total:	109.25	
20240605	06/05/2024		field trip	01 1300 610 001 0 000	109.25		
Check Number: 56295	Check Type: Check	Check Date: 06/10/2024	Vendor: PLATINUMAW	Platinum Awards & Gifts	Check Total:	401.04	
160006	05/28/2024	GF030352	graduation rewards	01 1200 610 000 0 000	401.04		
Check Number: 56296	Check Type: Check	Check Date: 06/10/2024	Vendor: PYRAMID	Pyramid Educational Consultants, INC.	Check Total:	103.35	
S1472161.001	06/02/2024	GF030169	supplies	01 1190 610 009 0 000	103.35		
V*S1472161.001	06/05/2024	GF030169	supplies	01 1190 610 009 0 000	(103.35)		
Check Number: 56297	Check Type: Check	Check Date: 06/10/2024	Vendor: PYRAMIDSCH	Pyramid School Products	Check Total:	687.49	
S1471921.001	06/04/2024	GF030223	supplies	01 1100 610 004 0 000	51.26		
S1472224.001	06/02/2024	GF030148	supplies	01 1100 603 002 0 000	46.80		
S1472224.001	06/02/2024	GF030148	supplies	01 1100 606 002 0 000	114.80		
S1472224.001	06/02/2024	GF030148	supplies	01 1100 610 002 0 000	452.37		
S1472224.001	06/02/2024	GF030148	supplies	01 2120 610 002 0 000	5.90		
S1472255.001	06/02/2024	GF030205	supplies	01 1100 610 006 0 000	16.36		
Check Number: 56298	Check Type: Check	Check Date: 06/10/2024	Vendor: SWAUTOPART	S&W AUTO PARTS	Check Total:	274.71	
176872	05/25/2024	GF029538	Maintenance Supply District-Wide	01 2620 610 000 0 000	76.99		
176894	05/25/2024	GF029530	classroom consumables	01 1100 613 001 0 000	23.95		
177017	05/25/2024	GF029538	Op. of Bldg. Cont. Heat/Air Svcs. HS	01 2620 437 001 0 000	34.40		
177197	05/25/2024	GF029538	Vehicle Repair and Maintenance	01 2650 430 000 0 000	25.64		
177322	05/25/2024	GF029538	Vehicle Repair and Maintenance	01 2650 430 000 0 000	10.44		
178050	05/25/2024	GF029538	Reg. Pupil Transport. Supply	01 2710 610 000 0 000	103.29		
Check Number: 56299	Check Type: Check	Check Date: 06/10/2024	Vendor: SCHOLASTIC	SCHOLASTIC ARROW BOOK CLUB	Check Total:	102.06	
60330216	06/03/2024	GF030396	books	01 1190 644 009 0 000	102.06		
Check Number: 56300	Check Type: Check	Check Date: 06/10/2024	Vendor: SCHOOLDATE	School Datebooks	Check Total:	3,643.20	
S24-0280312	06/03/2024	GF029679	planners	01 1100 610 001 0 000	3,643.20		

Detail Check Register

Posted; Batch Description GF Checks 6/10/24 KJF

Checking Account: 1

1

Check Number: 56301	Check Type: Check	Check Date: 06/10/2024	Vendor: SYSCOLINCO	Sysco Lincoln	Check Total: 22,602.59
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
561635136	05/25/2024		School Lunch NON-FOOD Supply	06 3100 610 000 0 000	596.63
561635136	05/25/2024		School Lunch Supply FOOD	06 3100 630 000 0 000	3,073.39
561643455	05/25/2024		School Lunch NON-FOOD Supply	06 3100 610 000 0 000	1,985.91
561643455	05/25/2024		School Lunch Supply FOOD	06 3100 630 000 0 000	2,692.47
561646749	05/25/2024		School Lunch NON-FOOD Supply	06 3100 610 000 0 000	209.93
561646749	05/25/2024		School Lunch Supply FOOD	06 3100 630 000 0 000	4,596.92
561654700	05/25/2024		School Lunch NON-FOOD Supply	06 3100 610 000 0 000	430.70
561654700	05/25/2024		School Lunch Supply FOOD	06 3100 630 000 0 000	6,526.81
561657741	05/25/2024		School Lunch Supply FOOD	06 3100 630 000 0 000	1,450.83
561665839	05/28/2024		School Lunch NON-FOOD Supply	06 3100 610 000 0 000	58.42
561665839	05/28/2024		School Lunch Supply FOOD	06 3100 630 000 0 000	980.58
Check Number: 56302	Check Type: Check	Check Date: 06/10/2024	Vendor: TAESEUSU	TAESE/USU	Check Total: 750.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
24TriReg_5	05/25/2024	GF030467	Tri State Law Conference Registration	01 1201 330 000 0 000	750.00
Check Number: 56303	Check Type: Check	Check Date: 06/10/2024	Vendor: THERACAREL	TheraCare, LLC	Check Total: 2,560.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
May 2024	06/03/2024		AWARE Contracted Services DW	01 6990 320 000 0 000	1,280.00
May 2024	06/03/2024		McKinney-Vento HCY-II Contracted Service	01 6994 320 000 0 000	0.00
May 2024.	06/03/2024		AWARE Contracted Services DW	01 6990 320 000 0 000	0.00
May 2024.	06/03/2024		McKinney-Vento HCY-II Contracted Service	01 6994 320 000 0 000	1,280.00
Check Number: 56304	Check Type: Check	Check Date: 06/10/2024	Vendor: USAVE	U Save	Check Total: 1,826.24
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
546932	06/05/2024	GF030253	lamination	01 1100 610 005 0 000	1,826.24
Check Number: 56305	Check Type: Check	Check Date: 06/10/2024	Vendor: UNITEPRIVA	Unite Private Networks, LLC	Check Total: 1,684.54
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
SI-24-019501	06/04/2024		Technology Infrastructure DW	01 2230 740 000 0 000	1,684.54
Check Number: 56306	Check Type: Check	Check Date: 06/10/2024	Vendor: USFOODS	US Foods - Grand Island	Check Total: 32,690.27
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
4479256	05/25/2024		School Lunch NON-FOOD Supply	06 3100 610 000 0 000	1,489.72
4479256	05/25/2024		School Lunch Supply FOOD	06 3100 630 000 0 000	6,703.20
4500389	06/03/2024		School Lunch NON-FOOD Supply	06 3100 610 000 0 000	65.40
4534045	05/25/2024		School Lunch Supply FOOD	06 3100 630 000 0 000	2,968.39
4567192	05/25/2024		School Lunch NON-FOOD Supply	06 3100 610 000 0 000	215.51
4567192	05/25/2024		School Lunch Supply FOOD	06 3100 630 000 0 000	5,243.36
4673126	05/25/2024		School Lunch NON-FOOD Supply	06 3100 610 000 0 000	359.21
4673126	05/25/2024		School Lunch Supply FOOD	06 3100 630 000 0 000	2,732.81

Detail Check Register

Posted; Batch Description GF Checks 6/10/24 KJF

Checking Account: 1

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4673127	05/25/2024	School Lunch Supply FOOD	06 3100 630 000 0 000	391.04
4690528	06/03/2024	School Lunch NON-FOOD Supply	06 3100 610 000 0 000	67.36
4721124	05/25/2024	School Lunch Supply FOOD	06 3100 630 000 0 000	1,836.53
4749660	05/25/2024	School Lunch NON-FOOD Supply	06 3100 610 000 0 000	479.68
4749660	05/25/2024	School Lunch Supply FOOD	06 3100 630 000 0 000	5,090.29
4864256	05/25/2024	School Lunch Supply FOOD	06 3100 630 000 0 000	2,417.93
4904854	05/28/2024	School Lunch NON-FOOD Supply	06 3100 610 000 0 000	357.05
4904854	05/28/2024	School Lunch Supply FOOD	06 3100 630 000 0 000	1,311.83
5951815	06/03/2024	School Lunch Supply FOOD	06 3100 630 000 0 000	480.48
5977820	06/03/2024	School Lunch Supply FOOD	06 3100 630 000 0 000	480.48

Check Number: 56307	Check Type: Check	Check Date: 06/10/2024	Vendor: VERSAREPOR	Versare Portable Products	Check Total:	1,507.61
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
796266	06/05/2024	GF030495	MP10 Economical Folding Portable Partiti	01 1100 610 004 0 000	1,257.60	
796266	06/05/2024	GF030495	shipping	01 1100 610 004 0 000	250.01	

Check Number: 56308	Check Type: Check	Check Date: 06/10/2024	Vendor: YMCAOFLEXI	YMCA of Lexington	Check Total:	174.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
5/28/24	05/28/2024	GF030435	3 month membership	01 3541 610 009 0 000	174.00	

*Denotes Expensed Invoice Item

Checking Account ID: 1

Total without Voids: 228,694.97

Detail Check Register

Posted; Batch Description GF Special Checks 5/24/24 KJF; Processing Month 05/2024

Checking Account: 1

1

Check Number: 157598

Check Type: Automatic Payment Check Date: 05/24/2024 Vendor: LEXUTILITI

LEXINGTON UTILITIES SYSTEM

Check Total:

42,976.25

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20240520	05/20/2024		Op. of Bldg. Water & Sewer DW	01 2610 410 000 0 000	49.10
20240520	05/20/2024		Op. of Bldg. Water & Sewer DW	01 2610 410 000 0 000	51.18
20240520	05/20/2024		Op. of Bldg. Water & Sewer DW	01 2610 410 000 0 000	49.10
20240520	05/20/2024		Op. of Bldg. Water & Sewer DW	01 2610 410 000 0 000	21.75
20240520	05/20/2024		Op. of Bldg. Water & Sewer HS	01 2610 410 001 0 000	551.07
20240520	05/20/2024		Op. of Bldg. Water & Sewer HS	01 2610 410 001 0 000	71.90
20240520	05/20/2024		Op. of Bldg. Water & Sewer HS	01 2610 410 001 0 000	49.10
20240520	05/20/2024		Op. of Bldg. Water & Sewer HS	01 2610 410 001 0 000	49.10
20240520	05/20/2024		Op. of Bldg. Water & Sewer MS	01 2610 410 002 0 000	419.26
20240520	05/20/2024		Op. of Bldg. Water & Sewer MS	01 2610 410 002 0 000	21.75
20240520	05/20/2024		Op. of Bldg. Water & Sewer MS	01 2610 410 002 0 000	49.10
20240520	05/20/2024		Op. of Bldg. Water & Sewer MS	01 2610 410 002 0 000	52.25
20240520	05/20/2024		Op. of Bldg. Water & Sewer MS	01 2610 410 002 0 000	21.75
20240520	05/20/2024		Op. of Bldg. Water & Sewer Bryan	01 2610 410 003 0 000	238.71
20240520	05/20/2024		Op. of Bldg. Water & Sewer Bryan	01 2610 410 003 0 000	49.10
20240520	05/20/2024		Op. of Bldg. Water & Sewer Morton	01 2610 410 004 0 000	43.50
20240520	05/20/2024		Op. of Bldg. Water & Sewer Morton	01 2610 410 004 0 000	359.85
20240520	05/20/2024		Op. of Bldg. Water & Sewer Pershing	01 2610 410 005 0 000	217.98
20240520	05/20/2024		Op. of Bldg. Water & Sewer Pershing	01 2610 410 005 0 000	49.10
20240520	05/20/2024		Op. of Bldg. Water & Sewer Sandoz	01 2610 410 006 0 000	206.32
20240520	05/20/2024		Op. of Bldg. Electricity District Wide	01 2610 622 000 0 000	280.19
20240520	05/20/2024		Op. of Bldg. Electricity District Wide	01 2610 622 000 0 000	13.35
20240520	05/20/2024		Op. of Bldg. Electricity District Wide	01 2610 622 000 0 000	13.35
20240520	05/20/2024		Op. of Bldg. Electricity District Wide	01 2610 622 000 0 000	1,153.28
20240520	05/20/2024		Op. of Bldg. Electricity District Wide	01 2610 622 000 0 000	47.45
20240520	05/20/2024		Op. of Bldg. Electricity High School	01 2610 622 001 0 000	171.85
20240520	05/20/2024		Op. of Bldg. Electricity High School	01 2610 622 001 0 000	528.85
20240520	05/20/2024		Op. of Bldg. Electricity High School	01 2610 622 001 0 000	13.35
20240520	05/20/2024		Op. of Bldg. Electricity High School	01 2610 622 001 0 000	11,131.63
20240520	05/20/2024		Op. of Bldg. Electricity High School	01 2610 622 001 0 000	564.60
20240520	05/20/2024		Op. of Bldg. Electricity High School	01 2610 622 001 0 000	301.02
20240520	05/20/2024		Op. of Bldg. Electricity High School	01 2610 622 001 0 000	827.64
20240520	05/20/2024		Op. of Bldg. Electricity Middle School	01 2610 622 002 0 000	12,958.42
20240520	05/20/2024		Op. of Bldg. Electricity Middle School	01 2610 622 002 0 000	19.87
20240520	05/20/2024		Op. of Bldg. Electricity Middle School	01 2610 622 002 0 000	178.75
20240520	05/20/2024		Op. of Bldg. Electricity Bryan	01 2610 622 003 0 000	3,181.98
20240520	05/20/2024		Op. of Bldg. Electricity Bryan	01 2610 622 003 0 000	68.77
20240520	05/20/2024		Op. of Bldg. Electricity Bryan	01 2610 622 003 0 000	13.35
20240520	05/20/2024		Op. of Bldg. Electricity Morton	01 2610 622 004 0 000	17.00

Detail Check Register

Posted; Batch Description GF Special Checks 5/24/24 KJF; Processing Month 05/2024

Checking Account: 1

1

20240520	05/20/2024	Op. of Bldg. Electricity Morton	01 2610 622 004 0 000	2,878.31
20240520	05/20/2024	Op. of Bldg. Electricity Pershing	01 2610 622 005 0 000	2,974.97
20240520	05/20/2024	Op. of Bldg. Electricity Pershing	01 2610 622 005 0 000	128.19
20240520	05/20/2024	Op. of Bldg. Electricity Sandoz	01 2610 622 006 0 000	2,889.11

Check Number: 56171

Check Type: Check

Check Date: 05/24/2024 Vendor: 95GROUPINC

95% Group Inc

Check Total:

64,302.20

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
INV147854	05/20/2024	GF030393	classroom consumables	01 1100 644 004 0 000	10,197.50
INV148079	05/20/2024	GF030394	Phonics Chip Kit Basic	01 1160 330 000 0 000	165.00
INV148079	05/20/2024	GF030394	Phonics Chip Kit advanced digital	01 1160 330 000 0 000	109.00
INV148079	05/20/2024	GF030394	Multisyllabic Routine Cards digital	01 1160 330 000 0 000	49.00
INV148079	05/20/2024	GF030394	Booster Bundle Grade 1 Tune-up workbook	01 1160 330 000 0 000	49.00
INV148079	05/20/2024	GF030394	Booster Bundle Grade 1 Tune-up presentat	01 1160 330 000 0 000	69.00
INV148079	05/20/2024	GF030394	Booster Bundle Grade 2 workbook	01 1160 330 000 0 000	392.00
INV148079	05/20/2024	GF030394	Booster Bundle Grade 2 presentation 6mo	01 1160 330 000 0 000	138.00
INV148079	05/20/2024	GF030394	Booster Bundle Grade 3 Teacher package	01 1160 330 000 0 000	185.00
INV148079	05/20/2024	GF030394	Booster Bundle Grade 3 workbook	01 1160 330 000 0 000	588.00
INV148079	05/20/2024	GF030394	Booster Bundle Grade 3 digital	01 1160 330 000 0 000	207.00
INV148079	05/20/2024	GF030394	Short Vowel Teacher package	01 1160 330 000 0 000	255.00
INV148079	05/20/2024	GF030394	Short Vowel workbook	01 1160 330 000 0 000	385.00
INV148079	05/20/2024	GF030394	short vowel digital	01 1160 330 000 0 000	69.00
INV148079	05/20/2024	GF030394	shipping	01 1160 330 000 0 000	201.90
INV148083	05/20/2024	GF030408	Gr K Student workbook (set of 5)	01 1100 644 003 0 000	966.00
INV148083	05/20/2024	GF030408	Gr K Manipulative kit (set of 5)	01 1100 644 003 0 000	546.00
INV148083	05/20/2024	GF030408	Gr 1 Student workbook (set of 5)	01 1100 644 003 0 000	1,246.00
INV148083	05/20/2024	GF030408	Gr 1 Manipulative kit (set of 5)	01 1100 644 003 0 000	546.00
INV148083	05/20/2024	GF030408	Gr 2 Student workbook (set of 5)	01 1100 644 003 0 000	1,246.00
INV148083	05/20/2024	GF030408	Gr 2 Manipulative kit (set of 5)	01 1100 644 003 0 000	546.00
INV148083	05/20/2024	GF030408	Gr 3 Student workbook (set of 5)	01 1100 644 003 0 000	1,246.00
INV148083	05/20/2024	GF030408	Gr 3 Manipulative kit (set of 5)	01 1100 644 003 0 000	686.00
INV148083	05/20/2024	GF030408	Gr K Digital Presentation	01 1100 644 003 0 000	138.00
INV148083	05/20/2024	GF030408	Gr 1 Digital Presentation	01 1100 644 003 0 000	138.00
INV148083	05/20/2024	GF030408	Gr 2 Digital Presentation	01 1100 644 003 0 000	138.00
INV148083	05/20/2024	GF030408	Gr 3 Digital Presentation	01 1100 644 003 0 000	138.00
INV148083	05/20/2024	GF030408	shipping	01 1100 644 003 0 000	751.80
INV148083	05/20/2024	GF030408	95 Phonics Booster Bundle: Grade 1 (stud	01 1160 610 003 0 000	196.00
INV148083	05/20/2024	GF030408	95 Phonics Booster Bundle: Grade 1 digit	01 1160 610 003 0 000	69.00
INV148083	05/20/2024	GF030408	95 Phonics Booster Bundle: Grade 2 (stud	01 1160 610 003 0 000	98.00
INV148083	05/20/2024	GF030408	95 Phonics Booster Bundle: Grade 2 digit	01 1160 610 003 0 000	69.00
INV148083	05/20/2024	GF030408	95 Phonics Booster Bundle: Grade 3 (stud	01 1160 610 003 0 000	196.00
INV148083	05/20/2024	GF030408	95 Phonics Booster Bundle: Grade 3 digit	01 1160 610 003 0 000	69.00
INV148495	05/24/2024	GF030395	Gr K Student manipulative kit for 5 stud	01 1100 644 006 0 000	156.00

Detail Check Register

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INV148495	05/24/2024	GF030395	Gr K Student workbook set for 5 students	01 1100 644 006 0 000	276.00
INV148495	05/24/2024	GF030395	Gr K Digital Presentation	01 1100 644 006 0 000	69.00
INV148495	05/24/2024	GF030395	Gr 1 Student manipulative kit for 5 stud	01 1100 644 006 0 000	390.00
INV148495	05/24/2024	GF030395	Gr 1 Digital Presentation	01 1100 644 006 0 000	207.00
INV148495	05/24/2024	GF030395	Gr 2 teacher's edition (set of 3 volumes	01 1100 644 006 0 000	709.00
INV148495	05/24/2024	GF030395	Gr 2 Student manipulative kit for 5 stud	01 1100 644 006 0 000	1,404.00
INV148495	05/24/2024	GF030395	Gr 2 Student workbook set for 5 students	01 1100 644 006 0 000	3,738.00
INV148495	05/24/2024	GF030395	Gr 2 Digital Presentation	01 1100 644 006 0 000	690.00
INV148495	05/24/2024	GF030395	Gr 3 Student manipulative kit for 5 stud	01 1100 644 006 0 000	1,274.00
INV148495	05/24/2024	GF030395	Grade 3 student workbook set for 5 stude	01 1100 644 006 0 000	2,848.00
INV148495	05/24/2024	GF030395	Gr 3 Digital Presentation	01 1100 644 006 0 000	552.00
INV148495	05/24/2024	GF030395	Classroom kit grade 3	01 1100 644 006 0 000	1,095.00
INV148495	05/24/2024	GF030395	shipping	01 1100 644 006 0 000	1,258.00
INV148495	05/24/2024	GF030395	Booster Bundle Grade 1 tune-up teacher's	01 1160 330 000 0 000	441.00
INV148495	05/24/2024	GF030395	Booster Bundle Grade 1 tune-up digital p	01 1160 330 000 0 000	483.00
INV148495	05/24/2024	GF030395	Booster Bundle Grade 2 tune-up student w	01 1160 330 000 0 000	147.00
INV148495	05/24/2024	GF030395	Booster Bundle Grade 2 tune-up digital p	01 1160 330 000 0 000	414.00
INV148495	05/24/2024	GF030395	Booster Bundle Grade 3 tune-up digital p	01 1160 330 000 0 000	207.00
INV148495	05/24/2024	GF030395	Skills Series short vowels student workb	01 1160 330 000 0 000	110.00
INV148495	05/24/2024	GF030395	Skills Series short vowels digital prese	01 1160 330 000 0 000	138.00
INV148559	05/24/2024	GF030446	Core Phonics Material	02 1100 640 000 0 000	25,608.00

Check Number: 56172

Check Type: Check

Check Date: 05/24/2024 Vendor: ALLDATA

Alldata

Check Total:

975.00

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
INVC04425063	05/20/2024	GF030058	Alldata renewal	01 1100 613 001 0 000	975.00

Check Number: 56173

Check Type: Check

Check Date: 05/24/2024 Vendor: AMAZONCAPI

Amazon Capital Services

Check Total:

4,215.69

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
11JJ-194J-4VT7	05/21/2024	GF030419	summer school supplies	01 1300 610 001 0 000	108.24
11PH-LNPT-43FH	05/21/2024	GF030385	summer school supplies	01 1300 610 004 0 000	241.84
11PQ-37PD-7PDH	05/21/2024	GF030384	summer school supplies	01 1300 610 004 0 000	33.74
13DR-RJL4-M3K6	05/21/2024	GF030374	summer school supplies	01 1300 610 004 0 000	(38.88)
13HN-GX6N-61D6	05/21/2024	GF030430	furniture	01 6990 610 000 0 000	699.88
141X-Y77Y-1J4Y	05/21/2024	GF030382	summer school supplies	01 1300 610 004 0 000	112.99
14PH-9KFW-6L7L	05/21/2024	GF030428	furniture	01 6990 610 000 0 000	462.12
14PH-9KFW-JNNV	05/24/2024	GF030376	summer school supplies	01 1300 610 004 0 000	249.33
16L6-GVXQ-9QL9	05/21/2024	GF030431	summer school supplies	01 1300 610 002 0 000	195.25
1937-LQ7C-PWQH	05/21/2024	GF030384	summer school supplies	01 1300 610 004 0 000	109.09
19NK-X19M-L4KW	05/21/2024	GF030397	books	01 1190 644 009 0 000	179.41
1D4P-9CDV-VTQV	05/21/2024	GF030414	summer school supplies	01 1300 610 001 0 000	255.35
1FHN-NT4R-1M99	05/21/2024	GF030375	summer school supplies	01 1300 610 004 0 000	25.76
1GJG-736P-YWXF	05/21/2024	GF030383	summer school supplies	01 1300 610 004 0 000	13.29

Detail Check Register

Posted; Batch Description GF Special Checks 5/24/24 KJF; Processing Month 05/2024

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1GQQ-3MV6-3NJF..	05/21/2024	GF030276	supplies	01 1200 610 000 0 000	6.99
1GXT-KNTP-D7WJ	05/23/2024	GF030451	summer school supplies	01 1300 610 004 0 000	251.00
1GXT-KNTP-KWRL	05/24/2024	GF030452	summer of the youth	01 1300 610 004 0 000	81.07
1H79-WKVD-R6J7	05/21/2024	GF030444	supplies	01 2230 650 000 0 000	410.93
1H79-WKVD-R6J7	05/21/2024	GF030444	supplies	01 2510 610 000 0 000	30.42
1HCC-D4YP-6T3H	05/21/2024	GF030421	summer school supplies	01 1300 610 001 0 000	64.47
1HGQ-MD1P-VQKK	05/21/2024	GF030374	summer school supplies	01 1300 610 004 0 000	49.88
1HPV-WQKY-J96K	05/24/2024	GF030463	supplies	01 6991 610 000 0 000	168.69
1N6V-J4JT-1THY	05/21/2024	GF030373	summer school supplies	01 1300 610 004 0 000	38.95
1N9K-9YV9-KQLD	05/21/2024	GF030373	summer school supplies	01 1300 610 004 0 000	198.81
1PRW-JJWJ-P31R	05/21/2024	GF030422	summer school supplies	01 1300 610 001 0 000	152.25
1QFG-R73H-GFFD	05/21/2024	GF030420	summer school supplies	01 1300 610 001 0 000	55.09
1VVR-FLG1-VJHR	05/21/2024	GF030002	supplies	01 1100 606 001 0 000	(36.99)
1XN9-WJTF-HH33	05/24/2024	GF030459	supplies	01 1200 610 000 0 000	96.72
Check Number: 56174	Check Type: Check	Check Date: 05/24/2024	Vendor: APPLECOMPU	APPLE COMPUTER, INC	Check Total: 1,800.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
MA76743098	05/20/2024	GF030368	USB C 3.5mm adaptors	01 2230 650 002 0 000	1,800.00
Check Number: 56175	Check Type: Check	Check Date: 05/24/2024	Vendor: BAUERBUI	Bauer Built	Check Total: 1,736.08
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
850058034	05/20/2024	GF030440	bus 27 steer tires	01 2710 430 000 0 000	1,736.08
Check Number: 56176	Check Type: Check	Check Date: 05/24/2024	Vendor: BIOCORPORA	BIO CORPORATION	Check Total: 120.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
1065596	05/21/2024	GF029992	supplies	01 1100 603 001 0 000	120.00
Check Number: 56177	Check Type: Check	Check Date: 05/24/2024	Vendor: BOILERCHIL	Boiler Chiller Systems LLC	Check Total: 256.40
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
7641	05/21/2024		Op. of Bldg. Cont. Heat/Air Svcs. MS	01 2620 437 002 0 000	256.40
Check Number: 56178	Check Type: Check	Check Date: 05/24/2024	Vendor: BULKBOOKST	Bulk Bookstore	Check Total: 1,900.20
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
171005	05/24/2024	GF030460	The Hound of the Baskervilles	01 1100 640 000 0 000	929.25
171005	05/24/2024	GF030460	And Then There Were None	01 1100 640 000 0 000	441.75
171005	05/24/2024	GF030460	Fahrenheit 451	01 1100 640 000 0 000	529.20
Check Number: 56179	Check Type: Check	Check Date: 05/24/2024	Vendor: BUSINESSU	Business U	Check Total: 2,295.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
LHNE240516..	05/24/2024	GF030439	BusinessU Core Suite	01 1100 644 001 0 000	2,295.00
Check Number: 56180	Check Type: Check	Check Date: 05/24/2024	Vendor: WALMARTCOM	Capital One	Check Total: 2,579.69
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20240520	05/20/2024		GENERAL INSTRUCTIONAL SUPPLIES Morton	01 1100 610 004 0 000	8.97

Detail Check Register

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20240520	05/20/2024		GENERAL INSTRUCTIONAL SUPPLIES Morton	01 1100 610 004 0 000	9.70
20240520	05/20/2024		GENERAL INSTRUCTIONAL SUPPLY Sandoz	01 1100 610 006 0 000	15.00
20240520	05/20/2024		GENERAL INSTRUCTIONAL SUPPLY Sandoz	01 1100 610 006 0 000	25.00
20240520	05/20/2024		Pershing Curriculum Supply	01 1100 644 005 0 000	10.68
20240520	05/20/2024		Pershing Curriculum Supply	01 1100 644 005 0 000	(10.68)
20240520	05/20/2024		Pershing Curriculum Supply	01 1100 644 005 0 000	44.85
20240520	05/20/2024		Early Childhood Supply ELA	01 1190 610 009 0 000	342.61
20240520	05/20/2024		SPED K-12 Supply MS	01 1200 610 002 0 000	52.82
20240520	05/20/2024		SPED K-12 Supply Sandoz	01 1200 610 006 0 000	89.14
20240520	05/20/2024		Health Services Supply DW	01 2130 610 000 0 000	103.49
20240520	05/20/2024		Exec. Admin. Supply	01 2320 610 000 0 000	156.57
20240520	05/20/2024		Fiscal Services Postage	01 2510 531 000 0 000	9.68
20240520	05/20/2024		Fiscal Services Supply	01 2510 610 000 0 000	13.85
20240520	05/20/2024		Maintenance Supply District-Wide	01 2620 610 000 0 000	34.86
20240520	05/20/2024		Maintenance Supply District-Wide	01 2620 610 000 0 000	52.40
20240520	05/20/2024		Sixpence Supply	01 3541 610 009 0 000	318.38
20240520	05/20/2024		Sixpence Supply	01 3541 610 009 0 000	591.61
20240520	05/20/2024		Sixpence Supply	01 3541 610 009 0 000	26.75
20240520	05/20/2024		Sixpence Supply	01 3541 610 009 0 000	303.02
20240520	05/20/2024		Beyond the Bells Supply	01 3591 610 000 0 000	41.36
20240520	05/20/2024		Beyond the Bells Supply	01 3591 610 000 0 000	100.61
20240520	05/20/2024		Beyond the Bells Supply	01 3591 610 000 0 000	81.39
20240520	05/20/2024		Homeless Supply DW	01 6991 610 000 0 000	54.86
20240520	05/20/2024		Homeless Supply DW	01 6991 610 000 0 000	52.93
20240520	05/20/2024		Homeless Supply DW	01 6991 610 000 0 000	49.84
Check Number: 56181	Check Type: Check	Check Date: 05/24/2024	Vendor: CENTURYLI1	CenturyLink Communication	Check Total: 30.63
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
688658138	05/24/2024		Op. of Bldg. Fiber/Phone DW	01 2610 530 000 0 000	30.63
Check Number: 56182	Check Type: Check	Check Date: 05/24/2024	Vendor: CITYOFLEXI	CITY OF LEXINGTON	Check Total: 50.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20240521	05/21/2024		Donovan Saput pool pass	01 6994 610 000 0 000	50.00
Check Number: 56183	Check Type: Check	Check Date: 05/24/2024	Vendor: COUNTRYPAR	Country Partners Cooperative	Check Total: 23.92
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
777700	05/20/2024		propane for forklift	01 2640 610 000 0 000	23.92
Check Number: 56184	Check Type: Check	Check Date: 05/24/2024	Vendor: CURRICULUM	CURRICULUM ASSOCIATES	Check Total: 504.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
90816977	05/20/2024	GF030398	Phonics for Reading Level 3 workbooks (5	01 1160 610 005 0 000	504.00
Check Number: 56185	Check Type: Check	Check Date: 05/24/2024	Vendor: ASCENTRALS	DAS - State Accounting - Central Finance	Check Total: 731.97

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<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
1425804	05/20/2024		Technology Communications DW	01 2230 530 000 0 000	731.97		
Check Number: 56186	Check Type: Check	Check Date: 05/24/2024	Vendor: DAVISENERG	Davis Energy, Inc	Check Total:	750.00	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
4182024	05/21/2024	GF030354	DEF	01 2710 626 000 0 000	750.00		
Check Number: 56187	Check Type: Check	Check Date: 05/24/2024	Vendor: DIDAXEDUCA	Didax Education	Check Total:	289.85	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
541790	05/24/2024	GF030462	supplies	01 1100 644 006 0 000	289.85		
Check Number: 56188	Check Type: Check	Check Date: 05/24/2024	Vendor: EAKESOFFIC	EAKES OFFICE PRODUCTS CENTER	Check Total:	197.97	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
INV551177	05/20/2024		Reg. Ed. Printint & Binding DW	01 1100 550 000 0 000	197.97		
Check Number: 56189	Check Type: Check	Check Date: 05/24/2024	Vendor: EMBASSYSU2	EMBASSY SUITES OF LINCOLN	Check Total:	290.00	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
1182069A	05/21/2024		Activities Transport/Meal/Hotel HS	01 1101 580 001 0 000	290.00		
Check Number: 56190	Check Type: Check	Check Date: 05/24/2024	Vendor: ENGINEERE1	Engineered Controls, Inc	Check Total:	1,000.00	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
2 5/31/24	05/20/2024	GF029800	S2 upgrade	01 2660 734 000 0 000	1,000.00		
Check Number: 56191	Check Type: Check	Check Date: 05/24/2024	Vendor: FAIRFIELD3	Fairfield by Marriott	Check Total:	335.58	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
20240520	05/20/2024		Truax rooms	01 1101 580 001 0 000	335.58		
Check Number: 56192	Check Type: Check	Check Date: 05/24/2024	Vendor: FOLLETT1	Follett Content Solutions, Inc	Check Total:	15,861.78	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
1541054	05/20/2024		Destiny	01 2110 735 000 0 000	11,375.72		
348055F	05/21/2024	GF029931	fiction books	01 2220 640 002 0 000	207.12		
371120B	05/24/2024	GF030246	supplies	01 2220 640 004 0 000	699.86		
390635	05/21/2024	GF030363	books	01 2220 640 003 0 000	2,923.72		
390635A	05/24/2024	GF030363	books	01 2220 640 003 0 000	655.36		
Check Number: 56193	Check Type: Check	Check Date: 05/24/2024	Vendor: FRONTLINE	Frontline Technologies	Check Total:	34,995.04	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
INVUS205549	05/23/2024		Fiscal Services Technical Services	01 2510 350 000 0 000	34,995.04		
Check Number: 56194	Check Type: Check	Check Date: 05/24/2024	Vendor: GIBBSSMITH	Gibbs Smith Education	Check Total:	6,066.19	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
20240521	05/21/2024	GF030345	4th grade Nebraska Adventure Spanish	02 1100 640 000 0 000	6,066.19		
Check Number: 56195	Check Type: Check	Check Date: 05/24/2024	Vendor: GOPHERSPOR	GOPHER SPORT	Check Total:	189.09	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
IN372038	05/20/2024	GF030427	frisbees	01 1100 605 003 0 000	189.09		

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Check Number:	Check Type:	Check Date:	Vendor:		Check Total:
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
56196	Check	05/24/2024	GOVCONNECT	GOVCONNECTION, INC	1,357.05
75252937	05/21/2024	GF030380	APC battery replacement	01 2230 650 001 0 000	1,357.05
56197	Check	05/24/2024	GUMDROPBOO	GUMDROP BOOKS	2,844.42
ORD136641	05/20/2024	GF029003	books	01 2220 640 002 0 000	2,844.42
56198	Check	05/24/2024	HDSUPPLY	HD Supply	1,654.20
796257244	05/21/2024	GF030151	supplies	01 2620 610 000 0 000	96.10
804564698	05/20/2024	GF030336	floor scrubber repair for the HS	01 2620 490 001 0 000	1,430.40
805984564	05/22/2024	GF030386	supplies	01 2620 610 000 0 000	31.60
806469292	05/24/2024	GF030453	paper towel dispensers	01 2620 610 000 0 000	96.10
56199	Check	05/24/2024	HIRERIGHTS	HireRight LLC	473.00
P1225213	05/21/2024		Reg. Pupil Transport. Drug Test	01 2710 350 000 0 000	473.00
56200	Check	05/24/2024	INMOTIONDA	In Motion Dance & Gymnastics	600.00
2/22/24	05/20/2024		STARS dance	01 1200 610 006 0 000	100.00
3/2021	05/20/2024		STARS dance	01 1200 610 006 0 000	100.00
June 2024	05/20/2024		Summer of the Youth	01 1300 610 004 0 000	400.00
56201	Check	05/24/2024	JWPEPPER	J.W. PEPPER & SON, INC.	82.98
366458495	05/20/2024	GF030250	supplies	01 1100 607 005 0 000	82.98
56202	Check	05/24/2024	LANDMARKIM	JOHN DEER FINANCIAL	261.48
11678766	05/21/2024	GF030321	Care of Equip. Supply DW	01 2640 610 000 0 000	70.72
11690313	05/21/2024	GF030348	grasshopper mower parts	01 2640 610 000 0 000	181.34
11691377	05/21/2024	GF030358	grasshopper safety switch	01 2640 610 000 0 000	9.42
56203	Check	05/24/2024	ORSCHELN1	John Deere Financial	267.30
0120420	05/21/2024	GF029537	Maintenance Supply District-Wide	01 2620 610 000 0 000	23.15
0121840	05/21/2024	GF029537	Op. of Bldg. Cont. Electrical Svcs. HS	01 2620 435 001 0 000	8.99
0122804	05/21/2024	GF029537	Grounds Supply DW	01 2630 610 000 0 000	53.94
0124222	05/21/2024	GF029537	Grounds Supply DW	01 2630 610 000 0 000	8.99
0124691	05/21/2024	GF029534	classroom consumables	01 1100 612 001 0 000	23.98
0124805	05/21/2024	GF029537	Op. of Bldg. Cont. Heat/Air Svcs. HS	01 2620 437 001 0 000	14.85
0125927	05/21/2024	GF029537	Maintenance Supply MS	01 2620 610 002 0 000	89.99

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<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
0126356	05/21/2024	GF029537	Maintenance Supply District-Wide	01 2620 610 000 0 000	15.99		
0126542	05/21/2024	GF029534	classroom consumables	01 1100 612 001 0 000	19.44		
0127164	05/21/2024	GF029537	Maintenance Supply Bryan	01 2620 610 003 0 000	1.99		
0127502	05/21/2024	GF029537	Op. of Bldg. Cont. Heat/Air Svcs. MS	01 2620 437 002 0 000	5.99		
Check Number: 56204	Check Type: Check	Check Date: 05/24/2024	Vendor: JOHNSTONES	JOHNSTONE SUPPLY Inc.	Check Total:	119.38	
6219148	05/21/2024	GF030450	HS bearing assembly & coil cleaner	01 2620 437 001 0 000	119.38		
Check Number: 56205	Check Type: Check	Check Date: 05/24/2024	Vendor: KEARNEYCHI	Kearney Children's Museum	Check Total:	50.00	
130030	05/21/2024		field trip	01 1200 610 006 0 000	50.00		
Check Number: 56206	Check Type: Check	Check Date: 05/24/2024	Vendor: KEARNEYENT	Kearney ENT	Check Total:	130.00	
20240520	05/20/2024	GF030333	Carlos Hernandez-Ramirez appt	01 6991 610 000 0 000	80.00		
20240520-0001	05/20/2024	GF030333	Carlos Hernandez-Ramirez appt	01 6991 610 000 0 000	50.00		
Check Number: 56207	Check Type: Check	Check Date: 05/24/2024	Vendor: KLAWN	K-Lawn of Lexington	Check Total:	10,843.35	
16940	05/21/2024		Grounds Contracted Lawn Care Svcs.	01 2630 422 000 0 000	88.20		
16940	05/21/2024		Grounds Contracted Lawn Care HS	01 2630 422 001 0 000	149.35		
16940	05/21/2024		Grounds Contracted Lawn Care HS	01 2630 422 001 0 000	757.30		
16940	05/21/2024		Grounds Contracted Lawn Care HS	01 2630 422 001 0 000	112.55		
16940	05/21/2024		Grounds Contracted Lawn Care HS	01 2630 422 001 0 000	126.90		
16941	05/21/2024		Grounds Contracted Lawn Care MS	01 2630 422 002 0 000	270.00		
16941	05/21/2024		Grounds Contracted Lawn Care MS	01 2630 422 002 0 000	150.00		
16941	05/21/2024		Grounds Contracted Lawn Care Bryan	01 2630 422 003 0 000	494.55		
16941	05/21/2024		Grounds Contracted Lawn Care Bryan	01 2630 422 003 0 000	455.00		
16941	05/21/2024		Grounds Contracted Lawn Care Morton	01 2630 422 004 0 000	195.00		
16941	05/21/2024		Grounds Contracted Lawn Care Pershing	01 2630 422 005 0 000	718.00		
16941	05/21/2024		Grounds Contracted Lawn Care Sandoz	01 2630 422 006 0 000	789.00		
20240521	05/21/2024		Grounds Contracted Lawn Care HS	01 2630 422 001 0 000	675.00		
20240521	05/21/2024		Grounds Contracted Lawn Care HS	01 2630 422 001 0 000	2,749.00		
20240521	05/21/2024		Grounds Contracted Lawn Care MS	01 2630 422 002 0 000	807.50		
20240521	05/21/2024		Grounds Contracted Lawn Care Morton	01 2630 422 004 0 000	799.00		
20240521	05/21/2024		Grounds Contracted Lawn Care Pershing	01 2630 422 005 0 000	1,188.10		
20240521	05/21/2024		Grounds Contracted Lawn Care Sandoz	01 2630 422 006 0 000	318.90		
Check Number: 56208	Check Type: Check	Check Date: 05/24/2024	Vendor: LAKESHOREL	LAKESHORE LEARNING MATERIALS	Check Total:	1,061.85	
488774051024	05/21/2024	GF030400	Draw & Write	01 1100 644 003 0 000	1,061.85		
Check Number: 56209	Check Type: Check	Check Date: 05/24/2024	Vendor: HANDWRITIN	Learning Without Tears	Check Total:	4,928.09	

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<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
INV202545	05/20/2024	GF030406	transitional kindergarten kick start kin	01 1100 644 003 0 000	270.00
INV202545	05/20/2024	GF030406	transitional kindergarten kick start kin	01 1100 644 003 0 000	49.95
INV202545	05/20/2024	GF030406	shipping	01 1100 644 003 0 000	32.00
INV202681	05/20/2024	GF030407	I Know my numbers classroom	01 1190 644 009 0 000	989.25
INV202681	05/20/2024	GF030407	My First School Book	01 1190 644 009 0 000	2,990.00
INV202681	05/20/2024	GF030407	shipping	01 1190 644 009 0 000	596.89
Check Number: 56210	Check Type: Check	Check Date: 05/24/2024	Vendor: LEXRHC	Lexington Regional Health Center	Check Total: 204.48
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20240521	05/21/2024		Edgar Ambriz appointment	01 6994 610 000 0 000	204.48
Check Number: 56211	Check Type: Check	Check Date: 05/24/2024	Vendor: LINSENMEYE	Christa Linsenmeyer	Check Total: 341.70
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
May 2024	05/21/2024		SPED K-12 Transport. Mileage to Parents	01 2712 332 000 0 000	341.70
Check Number: 56212	Check Type: Check	Check Date: 05/24/2024	Vendor: MADELINESC	Madeline's Cafe & Bakery	Check Total: 127.80
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
240	05/20/2024	GF030423	committee members lunch	01 2310 610 000 0 000	127.80
Check Number: 56213	Check Type: Check	Check Date: 05/24/2024	Vendor: MARCIABREN	Marcia Brenner Associates	Check Total: 1,376.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
INV-240339	05/20/2024		Device Manager Plus Plugin	01 2230 350 000 0 000	1,376.00
Check Number: 56214	Check Type: Check	Check Date: 05/24/2024	Vendor: MATHESON	Matheson Tri-Gas, Inc	Check Total: 205.76
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
0029670636	05/20/2024	GF030366	Plate Quench ALU BLUE	01 1100 613 001 0 000	205.76
Check Number: 56215	Check Type: Check	Check Date: 05/24/2024	Vendor: MCSTORAGE	Morris McConnell	Check Total: 370.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
156.054	05/21/2024		container rental	01 2620 490 000 0 000	370.00
Check Number: 56216	Check Type: Check	Check Date: 05/24/2024	Vendor: MIDWESTPET	Midwest Petroleum Equipment	Check Total: 881.49
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
5574	05/20/2024		fuel pump repair	01 2710 626 000 0 000	881.49
Check Number: 56217	Check Type: Check	Check Date: 05/24/2024	Vendor: NASSP	NASSP/NHS/NJHS/NASC/NEHS	Check Total: 1,540.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20240520	05/20/2024	GF030392	Luis Nieto registration	01 1160 330 001 0 000	770.00
20240520	05/20/2024	GF030392	Eric Bell registration	01 2410 330 001 0 000	770.00
Check Number: 56218	Check Type: Check	Check Date: 05/24/2024	Vendor: NCSA	NE COUNCIL OF SCHOOL ADMIN	Check Total: 335.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
e16607-726386	05/24/2024	GF030468	Shannon Keller registration	01 6700 330 001 0 000	335.00
Check Number: 56219	Check Type: Check	Check Date: 05/24/2024	Vendor: NEBRASKAGL	Nebraska Glass Company	Check Total: 39.95

Detail Check Register

Posted; Batch Description GF Special Checks 5/24/24 KJF; Processing Month 05/2024

Checking Account: 1

1

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
10258295	05/20/2024	GF030417	bus 19 windshield repairs	01 2710 430 000 0 000	39.95	
Check Number: 56220	Check Type: Check	Check Date: 05/24/2024	Vendor: NELANDTIRE	NEBRASKALAND TIRE CO. INC.	Check Total:	20.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
18260	05/24/2024	GF030466	Van H tire repair	01 2650 430 000 0 000	20.00	
Check Number: 56221	Check Type: Check	Check Date: 05/24/2024	Vendor: OREILLYAUT	O'Reilly Auto Parts	Check Total:	143.04
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
4799-107638	05/20/2024	GF029531	classroom consumables	01 1100 613 001 0 000	41.06	
4799-107662	05/20/2024	GF029543	mower battery	01 2640 610 000 0 000	42.08	
4799-108233	05/20/2024	GF029543	bus 27 antifreeze & oil filter	01 2710 610 000 0 000	51.97	
4799-109469	05/24/2024	GF029543	Van EA oil filter	01 2650 430 000 0 000	7.93	
Check Number: 56222	Check Type: Check	Check Date: 05/24/2024	Vendor: PAPER101	Paper 101	Check Total:	20,857.32
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
255234-00	05/20/2024	GF029967	paper	01 1100 610 000 0 000	20,857.32	
Check Number: 56223	Check Type: Check	Check Date: 05/24/2024	Vendor: PITSCOINC	PITSCO INC.	Check Total:	1,728.65
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
24-000010262	05/24/2024	GF030461	Blinky Crcuit Kit	01 1100 644 001 0 000	537.00	
24-000010262	05/24/2024	GF030461	Soid Fuel Rocket Starter Pak	01 1100 644 001 0 000	0.00	
24-000010262	05/24/2024	GF030461	CO2 dragster basswood kit	01 1100 644 001 0 000	795.00	
24-000010262	05/24/2024	GF030461	Model Bridges teachers guide	01 1100 644 001 0 000	29.95	
24-000010262	05/24/2024	GF030461	Dragster design basics teachers guide	01 1100 644 001 0 000	39.95	
24-000010262	05/24/2024	GF030461	Solid Fuel rocket teachers guide	01 1100 644 001 0 000	29.95	
24-000010262	05/24/2024	GF030461	drafting mechanical pencil set	01 1100 644 001 0 000	79.20	
24-000010262	05/24/2024	GF030461	shipping	01 1100 644 001 0 000	217.60	
Check Number: 56224	Check Type: Check	Check Date: 05/24/2024	Vendor: PLUMCREEKM	PLUM CREEK MARKET PLACE	Check Total:	1,596.68
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
00203318141801233	05/20/2024	GF030332	supplies	01 1200 610 006 0 000	95.93	
00303732110201233	05/20/2024	GF029528	classroom consumables	01 1100 615 001 0 000	91.07	
00304672111501233	05/20/2024	GF029536	classroom consumables	01 1100 615 002 0 000	110.91	
00304926091101233	05/20/2024	GF029527	School Lunch Supply FOOD	06 3100 630 000 0 000	43.98	
00307056110001074	05/20/2024	GF029528	classroom consumables	01 1100 615 001 0 000	77.17	
00307983090301074	05/20/2024	GF029527	School Lunch Supply FOOD	06 3100 630 000 0 000	24.75	
00404201073301039	05/20/2024	GF029528	classroom consumables	01 1100 615 001 0 000	95.90	
00404934082701039	05/20/2024	GF029527	School Lunch Supply FOOD	06 3100 630 000 0 000	86.12	
00405748200800888	05/20/2024	GF029528	classroom consumables	01 1100 615 001 0 000	101.54	
00406685105201039	05/20/2024	GF029528	classroom consumables	01 1100 615 001 0 000	91.34	
00406868104501039	05/20/2024	GF029528	classroom consumables	01 1100 615 001 0 000	50.13	
00407746161801229	05/20/2024	GF029528	classroom consumables	01 1100 615 001 0 000	130.41	

Detail Check Register

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1

00407917104601039	05/20/2024	GF029528	classroom consumables	01 1100 615 001 0 000	29.00
00408288085901039	05/20/2024	GF029527	School Lunch Supply FOOD	06 3100 630 000 0 000	45.00
00409517091501039	05/20/2024	GF029527	School Lunch Supply FOOD	06 3100 630 000 0 000	17.69
03/01/2024	05/20/2024	GF029528	classroom consumables	01 1100 615 001 0 000	19.69
3/1/24	05/20/2024	GF029527	School Lunch Supply FOOD	06 3100 630 000 0 000	22.43
3/11/24	05/20/2024	GF029527	School Lunch Supply FOOD	06 3100 630 000 0 000	46.36
3/12/24	05/20/2024	GF029527	School Lunch Supply FOOD	06 3100 630 000 0 000	17.48
3/16/24	05/20/2024	GF029971	cake	01 3541 610 009 0 000	56.00
3/18/24	05/20/2024	GF029528	classroom consumables	01 1100 615 001 0 000	80.18
3/19/24	05/20/2024	GF029528	classroom consumables	01 1100 615 001 0 000	83.76
3/21/24	05/20/2024	GF029528	classroom consumables	01 1100 615 001 0 000	42.20
3/4/24	05/20/2024	GF029528	classroom consumables	01 1100 615 001 0 000	50.13
3/5/24	05/20/2024	GF029528	classroom consumables	01 1100 615 001 0 000	52.63
3/6/24	05/20/2024	GF029528	classroom consumables	01 1100 615 001 0 000	34.79
Check Number: 56225	Check Type: Check	Check Date: 05/24/2024	Vendor: PLUMCREEKM	PLUM CREEK MARKET PLACE	Check Total: 1,493.96
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
April 2024	05/20/2024	GF029793	grocery vouchers	01 6991 610 000 0 000	535.59
March 2024	05/20/2024	GF029793	grocery vouchers	01 6991 610 000 0 000	958.37
Check Number: 56226	Check Type: Check	Check Date: 05/24/2024	Vendor: PLUMCREEK3	PLUM CREEK MEDICAL GROUP, P.C.	Check Total: 520.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20240523	05/23/2024		Marion Mendez-Lopez bus driver physical	01 2710 340 000 0 000	140.00
4/15/24	05/20/2024		Guillermo Diaz bus driver physical	01 2710 340 000 0 000	140.00
4/23/24	05/24/2024		Maria Calletano-Renteria	01 3541 340 009 0 000	240.00
Check Number: 56227	Check Type: Check	Check Date: 05/24/2024	Vendor: PORCHLIGHT	Porchlight Book Company	Check Total: 5,673.38
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
084899	05/20/2024	GF030425	The Energy Bus for Schools	01 6990 610 000 0 000	5,673.38
Check Number: 56228	Check Type: Check	Check Date: 05/24/2024	Vendor: QUANTUMLEA	Quantum Learning, LLC	Check Total: 362.10
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
1227	05/21/2024	GF029891	Elementary Teacher Kit	01 6990 610 000 0 000	362.10
Check Number: 56229	Check Type: Check	Check Date: 05/24/2024	Vendor: RAREREGRIG	RARE REFRIGERATION	Check Total: 74,391.91
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
12896	05/20/2024		HS walk in	06 3100 733 000 0 000	74,391.91
Check Number: 56230	Check Type: Check	Check Date: 05/24/2024	Vendor: SCHOOLLIFE	School Life	Check Total: 256.54
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
200084486	05/20/2024	GF030391	brag tags & bands	01 1100 610 004 0 000	256.54
Check Number: 56231	Check Type: Check	Check Date: 05/24/2024	Vendor: SCHOOLSPEC	SCHOOL SPECIALTY INC.	Check Total: 4,914.84
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>

Detail Check Register

Posted; Batch Description GF Special Checks 5/24/24 KJF; Processing Month 05/2024

Checking Account: 1		1					
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
208134103340	05/21/2024	GF030415	notebooks	01 1300 610 001 0 000	40.45		
208134118761	05/20/2024	GF030416	paper	01 2620 610 000 0 000	4,010.21		
208134141181	05/22/2024	GF030127	supplies	01 1100 610 003 0 000	10.02		
208134141223	05/22/2024	GF030301	supplies	01 2620 610 000 0 000	81.48		
208134141244	05/22/2024	GF030226	supplies	01 1100 610 004 0 000	84.60		
208134144335	05/23/2024	GF030071	supplies	01 1100 610 001 0 000	177.66		
308104483828	05/20/2024	GF030164	supplies	01 1190 610 009 0 000	510.42		
Check Number: 56232	Check Type: Check	Check Date: 05/24/2024	Vendor: TAQUERIAMA	Taqueria Max	Check Total:	1,760.00	
5/3/24	05/20/2024	GF030389	staff lunch	01 1100 610 001 0 000	1,760.00		
Check Number: 56233	Check Type: Check	Check Date: 05/24/2024	Vendor: TEACHERSPA	Teacher Synergy Inc	Check Total:	100.00	
267184924	05/21/2024	GF030443	summer school	01 1300 610 004 0 000	100.00		
Check Number: 56234	Check Type: Check	Check Date: 05/24/2024	Vendor: TECEQUIP	TEC Equipment	Check Total:	699.20	
501897LLTS	05/21/2024	GF030441	Bus 28 repair	01 2710 430 000 0 000	699.20		
Check Number: 56235	Check Type: Check	Check Date: 05/24/2024	Vendor: USAVE	U Save	Check Total:	44.53	
543686	05/20/2024	GF030436	shipping	01 2510 531 000 0 000	44.53		
Check Number: 56236	Check Type: Check	Check Date: 05/24/2024	Vendor: UNITYSCHOO	Unity School Bus Parts	Check Total:	196.93	
0580523-IN	05/20/2024	GF030418	bus 22 paint	01 2710 430 000 0 000	196.93		
Check Number: 56237	Check Type: Check	Check Date: 05/24/2024	Vendor: VESTIS	Vestis	Check Total:	955.38	
6280356734	05/20/2024		Op. of Bldg. Laundry Svcs. MS	01 2620 424 002 0 000	86.75		
6280356735	05/20/2024		Op. of Bldg. Laundry Svcs. HS	01 2620 424 001 0 000	185.75		
6280356736	05/20/2024		Op. of Bldg. Laundry Svcs. Sandoz	01 2620 424 006 0 000	25.50		
6280356737	05/20/2024		Op. of Bldg. Laundry Svcs. Bryan	01 2620 424 003 0 000	121.50		
6280356744	05/20/2024		Op. of Bldg. Contracted Laundry Svcs.	01 2620 424 000 0 000	73.63		
6280359731	05/23/2024		Op. of Bldg. Laundry Svcs. Pershing	01 2620 424 005 0 000	142.50		
6280359732	05/23/2024		Op. of Bldg. Laundry Svcs. Sandoz	01 2620 424 006 0 000	86.50		
6280359733	05/23/2024		Op. of Bldg. Laundry Svcs. Morton	01 2620 424 004 0 000	155.75		
6280359734	05/23/2024		Op. of Bldg. Laundry Svcs. ELA	01 2620 424 009 0 000	77.50		
Check Number: 56238	Check Type: Check	Check Date: 05/24/2024	Vendor: WEATHERCRA	WEATHERCRAFT COMPANIES	Check Total:	2,655.45	
16366	05/24/2024		Op. of Bldg. Cont. Roof Repair Sandoz	01 2620 431 006 0 000	589.11		
16367	05/24/2024		Op. of Bldg. Cont. Roof Repair HS	01 2620 431 001 0 000	608.27		

Detail Check Register

Posted; Batch Description GF Special Checks 5/24/24 KJF; Processing Month 05/2024

Checking Account: 1

1

16368	05/24/2024	Op. of Bldg. Cont. Roof Repair Morton	01 2620 431 004 0 000	418.34
16369	05/24/2024	Op. of Bldg. Cont. Roof Repair Bryan	01 2620 431 003 0 000	294.91
16370	05/24/2024	Op. of Bldg. Contracted Roof Repair	01 2620 431 000 0 000	195.64
16385	05/24/2024	Op. of Bldg. Cont. Roof Repair MS	01 2620 431 002 0 000	549.18

Check Number: 56239

Check Type: Check

Check Date: 05/24/2024 Vendor: WOODCRAFT

Woodcraft

Check Total:

1,475.70

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
INV004550675	05/20/2024	GF030059	rabbeting router bit set	01 1100 612 001 0 000	95.94
INV004550675	05/20/2024	GF030059	cove and round router bit	01 1100 612 001 0 000	187.88
INV004550675	05/20/2024	GF030059	3/16 roundover bit	01 1100 612 001 0 000	131.88
IV004550247	05/20/2024	GF030059	bottle kit	01 1100 612 001 0 000	199.90
IV004550247	05/20/2024	GF030059	shipping	01 1100 612 001 0 000	95.96
IV004551708	05/20/2024	GF030059	parallel clamp set	01 1100 612 001 0 000	339.98
IV004554055	05/20/2024	GF030059	3/8" round over bit	01 1100 612 001 0 000	139.25
IV004554055	05/20/2024	GF030059	72 tooth compound miter saw blade	01 1100 612 001 0 000	284.91

Check Number: 56240

Check Type: Check

Check Date: 05/24/2024 Vendor: YMCAOFLEXI

YMCA of Lexington

Check Total:

87.00

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20240521	05/21/2024	GF030409	Donovan Saput Three Month Membership	01 6991 610 000 0 000	87.00

*Denotes Expensed Invoice Item

Checking Account ID: 1

Total without Voids: 334,500.42

Detail Check Register

Posted; Batch Description GF Special Checks 5/24/24 KJF; Processing Month 05/2024

Checking Account: 5

5

Check Number: 1

Check Type: Check

Check Date: 05/24/2024

Vendor: BUSINESSU

Business U

Check Total:

0.00

Invoice Number

Invoice Date

PO Number

Detail Description

Chart of Account Number

Detail Amount

LHNE240516

05/20/2024

GF030439

BusinessU Core Suite

05 2900 000 001 0 029

2,295.00

LHNE240516.

05/24/2024

GF030439

BusinessU Core Suite

05 2900 000 001 0 029

(2,295.00)

*Denotes Expensed Invoice Item

Checking Account ID: 5

Total without Voids:

0.00

Detail Check Register

Posted; Batch Description GF Special Checks 5/24/24 KJF; Processing Month 05/2024

Checking Account: 5

5

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20240513	05/13/2024		Booster Club (flow-through)	05 2900 000 001 0 021	314.00
20240513	05/13/2024		Booster Club (flow-through)	05 2900 000 001 0 021	314.00
20240513	05/13/2024		HS Skills USA	05 2900 000 001 0 022	264.78
20240513	05/13/2024		HS Skills USA	05 2900 000 001 0 022	269.00
20240513	05/13/2024		FFA	05 2900 000 001 0 026	85.07
20240513	05/13/2024		HONOR SOCIETY	05 2900 000 001 0 033	385.72
20240513	05/13/2024		FCCLA	05 2900 000 001 0 040	145.87
20240513	05/13/2024		FCCLA	05 2900 000 001 0 040	168.88
20240513	05/13/2024		FCCLA	05 2900 000 001 0 040	93.57
20240513	05/13/2024		GIRLS TENNIS	05 2900 000 001 0 126	49.70
20240513	05/13/2024		HS GENERAL ACTIVITIES	05 2900 000 001 0 130	49.69
20240513	05/13/2024		High School Team Travel	05 2900 000 001 0 136	167.90
20240513	05/13/2024		High School Team Travel	05 2900 000 001 0 136	63.31
20240513	05/13/2024		High School Gate Receipts	05 2900 000 001 0 137	49.69

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20240513	05/13/2024		Student Fee Waivers	05 2900 000 000 0 949	100.00
20240513	05/13/2024		High School Prom Fundraising	05 2900 000 001 0 019	394.52
20240513	05/13/2024		HS Boys Soccer Fundraising	05 2900 000 001 0 069	5.99
20240513	05/13/2024		BOYS SOCCER	05 2900 000 001 0 128	561.95
20240513	05/13/2024		HS GENERAL ACTIVITIES	05 2900 000 001 0 130	561.95
20240513	05/13/2024		HS GENERAL ACTIVITIES	05 2900 000 001 0 130	18.35
20240513	05/13/2024		High School Team Travel	05 2900 000 001 0 136	367.97
20240513	05/13/2024		High School Team Travel	05 2900 000 001 0 136	387.30
20240513	05/13/2024		High School Team Travel	05 2900 000 001 0 136	612.00
20240513	05/13/2024		High School Team Travel	05 2900 000 001 0 136	2,214.00
20240513	05/13/2024		High School Gate Receipts	05 2900 000 001 0 137	561.95

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
20240513	05/13/2024		High School Powerlifting Fundraising	05 2900 000 001 0 077	323.85
20240513	05/13/2024		High School Powerlifting Fundraising	05 2900 000 001 0 077	464.80
20240513	05/13/2024		High School Powerlifting Fundraising	05 2900 000 001 0 077	100.00
20240513	05/13/2024		High School Powerlifting Fundraising	05 2900 000 001 0 077	430.19
20240513	05/13/2024		High School Powerlifting Fundraising	05 2900 000 001 0 077	256.08
20240513	05/13/2024		High School Powerlifting Fundraising	05 2900 000 001 0 077	69.25
20240513	05/13/2024		High School Powerlifting Fundraising	05 2900 000 001 0 077	308.48
20240513	05/13/2024		High School Powerlifting Fundraising	05 2900 000 001 0 077	17.53
20240513	05/13/2024		High School Powerlifting Fundraising	05 2900 000 001 0 077	44.30

Detail Check Register

Posted; Batch Description GF Special Checks 5/24/24 KJF; Processing Month 05/2024

Checking Account: 5		5					
20240513	05/13/2024		High School Powerlifting Fundraising	05 2900 000 001 0 077		120.91	
20240513	05/13/2024		High School Powerlifting Fundraising	05 2900 000 001 0 077		1,775.12	
20240513	05/13/2024		High School Powerlifting Fundraising	05 2900 000 001 0 077		95.52	
20240513	05/13/2024		High School Team Travel	05 2900 000 001 0 136		60.77	
20240513	05/13/2024		High School Team Travel	05 2900 000 001 0 136		60.38	
20240513	05/13/2024		High School Team Travel	05 2900 000 001 0 136		57.74	
20240513	05/13/2024		High School Team Travel	05 2900 000 001 0 136		91.90	
Check Number: 72049		Check Type: Automatic Payment		Check Date: 05/15/2024	Vendor: VISA	Check Total:	1,470.48
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>		<u>Detail Amount</u>	
20240513	05/13/2024		HS MISCELLANEOUS	05 2900 000 001 0 030		174.00	
20240513	05/13/2024		High School Team Travel	05 2900 000 001 0 136		309.01	
20240513	05/13/2024		High School Team Travel	05 2900 000 001 0 136		343.40	
20240513	05/13/2024		High School Team Travel	05 2900 000 001 0 136		135.03	
20240513	05/13/2024		High School Gate Receipts	05 2900 000 001 0 137		156.47	
20240513	05/13/2024		MS LMS FFA	05 2900 000 002 0 205		70.00	
20240513	05/13/2024		MS LMS FFA	05 2900 000 002 0 205		205.29	
20240513	05/13/2024		MS LMS FFA	05 2900 000 002 0 205		77.28	
Check Number: 72050		Check Type: Automatic Payment		Check Date: 05/15/2024	Vendor: VISA	Check Total:	1,071.32
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>		<u>Detail Amount</u>	
20240513	05/13/2024		Student Fee Waivers	05 2900 000 000 0 949		65.00	
20240513	05/13/2024		FFA	05 2900 000 001 0 026		414.62	
20240513	05/13/2024		FFA	05 2900 000 001 0 026		465.75	
20240513	05/13/2024		High School Team Travel	05 2900 000 001 0 136		66.92	
20240513	05/13/2024		High School Team Travel	05 2900 000 001 0 136		59.03	
Check Number: 72051		Check Type: Automatic Payment		Check Date: 05/15/2024	Vendor: VISA	Check Total:	5,769.85
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>		<u>Detail Amount</u>	
20240513	05/13/2024		Booster Club (flow-through)	05 2900 000 001 0 021		246.46	
20240513	05/13/2024		Booster Club (flow-through)	05 2900 000 001 0 021		213.43	
20240513	05/13/2024		Booster Club (flow-through)	05 2900 000 001 0 021		359.96	
20240513	05/13/2024		High School Girls Wrestling Fundraising	05 2900 000 001 0 081		4,950.00	
Check Number: 15254		Check Type: Check		Check Date: 05/03/2024	Vendor: ADAMSCENT1	Check Total:	50.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>		<u>Detail Amount</u>	
5/13/24	05/03/2024		district golf	05 2900 000 001 0 125		50.00	
Check Number: 15255		Check Type: Check		Check Date: 05/03/2024	Vendor: BAILEY	Check Total:	110.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>		<u>Detail Amount</u>	
5/4/24	05/03/2024		soccer official	05 2900 000 001 0 135		110.00	
Check Number: 15256		Check Type: Check		Check Date: 05/03/2024	Vendor: FAIRFIELD3	Check Total:	4,454.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>		<u>Detail Amount</u>	

Detail Check Register

Posted; Batch Description GF Special Checks 5/24/24 KJF; Processing Month 05/2024

Checking Account: 5		5					
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	<u>Check Total:</u>	
434Y200003630	05/03/2024		soccer rooms	05 2900 000 001 0 136		4,454.00	
Check Number: 15257	Check Type: Check	Check Date: 05/03/2024	Vendor: LUDWIG	Justin Ludwig		Check Total:	110.00
5/4/24	05/03/2024		soccer official	05 2900 000 001 0 135	110.00		
Check Number: 15258	Check Type: Check	Check Date: 05/03/2024	Vendor: PLATINUMAW	Platinum Awards & Gifts		Check Total:	50.00
159997	05/03/2024	ACT04399	State Runner Up -- Unified Bowling	05 2900 000 001 0 130	50.00		
Check Number: 15259	Check Type: Check	Check Date: 05/03/2024	Vendor: SAULJAKE	Jake Saulsbury		Check Total:	68.88
20240503	05/03/2024		team meal reimbursement	05 2900 000 001 0 136	68.88		
Check Number: 15260	Check Type: Check	Check Date: 05/03/2024	Vendor: SCRIBACK	John Scrimger		Check Total:	110.00
5/4/24	05/03/2024		soccer official	05 2900 000 001 0 135	110.00		
Check Number: 15261	Check Type: Check	Check Date: 05/03/2024	Vendor: SKUTTCATHO	Skutt Catholic High School		Check Total:	75.00
5/4/24	05/03/2024		tennis invite	05 2900 000 001 0 126	75.00		
Check Number: 15262	Check Type: Check	Check Date: 05/03/2024	Vendor: SOCCERCOME	Sports Endeavors, LLC		Check Total:	3,443.30
9404493828	05/03/2024	ACT04457	Soccer Backpacks Booster Club Wishlist	05 2900 000 001 0 069	75.00		
9404503393	05/03/2024	ACT04457	Soccer Backpacks Booster Club Wishlist	05 2900 000 001 0 021	1,800.00		
9404503393	05/03/2024	ACT04457	Soccer Backpacks Booster Club Wishlist	05 2900 000 001 0 069	1,568.30		
Check Number: 15263	Check Type: Check	Check Date: 05/03/2024	Vendor: WALNUTMIDD	WALNUT MIDDLE SCHOOL - GRAND ISLAND		Check Total:	50.00
5/3/24	05/03/2024		MS BOYS TRACK	05 2900 000 002 0 255	25.00		
5/3/24	05/03/2024		MS GIRLS TRACK	05 2900 000 002 0 256	25.00		
Check Number: 15264	Check Type: Check	Check Date: 05/03/2024	Vendor: WOMENADEOF	Womenade of Elkhorn		Check Total:	500.00
20240503	05/03/2024		disaster relief donation	05 2900 000 001 0 069	500.00		
Check Number: 15265	Check Type: Check	Check Date: 05/03/2024	Vendor: WORKPLACEP	WorkplacePro		Check Total:	127.35
IN1418939	05/03/2024	ACT04366	cooks shirts	05 2900 000 004 0 402	127.35		
Check Number: 15266	Check Type: Check	Check Date: 05/03/2024	Vendor: WYHESCHOIC	Wyhe's Choice Fundraising		Check Total:	2,442.00
124040679 R2	05/03/2024		High School Cheerleading Fundraising	05 2900 000 001 0 065	2,442.00		

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Posted; Batch Description GF Special Checks 5/24/24 KJF; Processing Month 05/2024

Checking Account: 5		5					
Check Number: 15267	Check Type: Check	Check Date: 05/15/2024	Vendor: AMAZONCAPI	Amazon Capital Services	Check Total:	1,477.30	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
1D4P-9CDV-DN7C	05/14/2024	ACT04464	supplies	05 2900 000 001 0 021	464.39		
1HRN-TDGR-PQX3	05/14/2024	ACT04471	supplies	05 2900 000 002 0 204	105.52		
1PRN-LFQ1-CM41	05/13/2024	ACT04464	supplies	05 2900 000 001 0 021	864.40		
1Y6J-73D7-9H1G	05/13/2024	ACT04466	Game Day ball bag	05 2900 000 001 0 021	42.99		
Check Number: 15268	Check Type: Check	Check Date: 05/15/2024	Vendor: AWARDSUNLI	AWARDS UNLIMITED, INC.	Check Total:	126.91	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
202067	05/14/2024	ACT04449	Mingus & Ramsey Awards	05 2900 000 001 0 130	126.91		
Check Number: 15269	Check Type: Check	Check Date: 05/15/2024	Vendor: BANDARTU	Arturo Banderas	Check Total:	700.00	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
20240513	05/13/2024		summer camp cabin	05 2900 000 001 0 081	700.00		
Check Number: 15270	Check Type: Check	Check Date: 05/15/2024	Vendor: WALMARTCOM	Capital One	Check Total:	2,807.52	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
20240514	05/14/2024		High School Prom Fundraising	05 2900 000 001 0 019	110.85		
20240514	05/14/2024		Booster Club (flow-through)	05 2900 000 001 0 021	92.05		
20240514	05/14/2024		FFA	05 2900 000 001 0 026	88.99		
20240514	05/14/2024		CONCESSIONS	05 2900 000 001 0 032	80.98		
20240514	05/14/2024		HS Boys Soccer Fundraising	05 2900 000 001 0 069	250.00		
20240514	05/14/2024		HS Boys Soccer Fundraising	05 2900 000 001 0 069	128.46		
20240514	05/14/2024		HS Boys Soccer Fundraising	05 2900 000 001 0 069	150.58		
20240514	05/14/2024		High School Drill Team Fundraising	05 2900 000 001 0 072	122.25		
20240514	05/14/2024		High School Track	05 2900 000 001 0 123	148.92		
20240514	05/14/2024		High School Track	05 2900 000 001 0 123	62.58		
20240514	05/14/2024		GIRLS TENNIS	05 2900 000 001 0 126	63.80		
20240514	05/14/2024		High School Team Travel	05 2900 000 001 0 136	128.45		
20240514	05/14/2024		MS STUDENT COUNCIL	05 2900 000 002 0 204	19.12		
20240514	05/14/2024		MS Soccer	05 2900 000 002 0 248	192.55		
20240514	05/14/2024		MS Soccer	05 2900 000 002 0 248	67.20		
20240514	05/14/2024		BRYAN BOBCAT	05 2900 000 003 0 300	579.65		
20240514	05/14/2024		CORPORATE	05 2900 000 003 0 309	325.98		
20240514	05/14/2024		Flower Garden	05 2900 000 004 0 406	123.97		
20240514	05/14/2024		Lexington Academy	05 2900 000 099 0 903	71.14		
Check Number: 15271	Check Type: Check	Check Date: 05/15/2024	Vendor: CASHWA	CASH-WA DISTRIBUTING CO.	Check Total:	2,084.38	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>		
14162660	05/13/2024		CONCESSIONS	05 2900 000 001 0 032	514.78		
14170159	05/13/2024		CONCESSIONS	05 2900 000 001 0 032	915.50		
14171177	05/13/2024		CONCESSIONS	05 2900 000 001 0 032	144.84		
14173523	05/13/2024		CONCESSIONS	05 2900 000 001 0 032	295.86		

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Checking Account: 5		5				
14173572	05/13/2024		CONCESSIONS	05 2900 000 001 0 032	53.10	
14177306	05/13/2024	ACT04444	concessions	05 2900 000 002 0 202	198.20	
20240513	05/13/2024		COA	05 2900 000 002 0 202	(77.93)	
CM3603387	05/13/2024		CONCESSIONS	05 2900 000 001 0 032	(46.16)	
P14188581	05/13/2024	ACT04460	concessions	05 2900 000 002 0 202	86.19	
Check Number: 15272	Check Type: Check	Check Date: 05/15/2024	Vendor: CHESTERMAN	CHESTERMAN COCA COLA	Check Total:	1,071.80
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
20240513	05/13/2024		MS POP CONCESSIONS	05 2900 000 002 0 203	121.00	
20240513-0001	05/13/2024		CONCESSIONS	05 2900 000 001 0 032	1,537.40	
20240513-0001	05/13/2024		CONCESSIONS	05 2900 000 001 0 032	(586.60)	
Check Number: 15273	Check Type: Check	Check Date: 05/15/2024	Vendor: COMFORTIN3	COMFORT INN, GROVER STREET	Check Total:	2,734.42
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
20240514	05/14/2024		boys soccer rooms	05 2900 000 001 0 136	2,734.42	
Check Number: 15274	Check Type: Check	Check Date: 05/15/2024	Vendor: DMILACOSPO	DMILACO SPORTS FASHIONS	Check Total:	1,491.25
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
20240513	05/13/2024	ACT04465	fun run shirts	05 2900 000 004 0 403	1,491.25	
Check Number: 15275	Check Type: Check	Check Date: 05/15/2024	Vendor: FAIRFIELD3	Fairfield by Marriott	Check Total:	956.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
20240513	05/13/2024		tennis team rooms	05 2900 000 001 0 136	956.00	
Check Number: 15276	Check Type: Check	Check Date: 05/15/2024	Vendor: GAMEDIEG	Diego Gamero	Check Total:	600.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
20240514	05/14/2024		fundraiser reimbursement	05 2900 000 001 0 056	600.00	
Check Number: 15277	Check Type: Check	Check Date: 05/15/2024	Vendor: GOTHENBURG	GOTHENBURG HIGH SCHOOL	Check Total:	40.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
5/11/24	05/14/2024		track meet	05 2900 000 002 0 255	20.00	
5/11/24	05/14/2024		track meet	05 2900 000 002 0 256	20.00	
Check Number: 15278	Check Type: Check	Check Date: 05/15/2024	Vendor: HARCOATHLE	Harco Athletic Reconditioning	Check Total:	2,284.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
29500	05/13/2024		MS FOOTBALL	05 2900 000 002 0 250	2,284.00	
Check Number: 15279	Check Type: Check	Check Date: 05/15/2024	Vendor: HOLIDAYI20	Holiday Inn Scottsbluff	Check Total:	1,070.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
20240514	05/14/2024		girls soccer rooms	05 2900 000 001 0 136	1,070.00	
Check Number: 15280	Check Type: Check	Check Date: 05/15/2024	Vendor: LEXPSGF2	LEXINGTON PUBLIC SCHOOLS- GENERAL FUND	Check Total:	1,651.18
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
4/24/24	05/13/2024	ACT04424	popcorn supplies	05 2900 000 001 0 049	235.65	

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<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
5/1/24	05/13/2024	ACT04421	Senior Tribute Breakfast	05 2900 000 001 0 051	688.14
5/6/24	05/13/2024	ACT04472	Brownies, Ice Cream, and supplies for BC	05 2900 000 001 0 021	336.73
5/7/24	05/14/2024	ACT04470	popcorn supplies	05 2900 000 003 0 304	220.50
5/8/24	05/14/2024	ACT04473	170.16	05 2900 000 004 0 402	170.16
Check Number: 15281					
Check Type: Check		Check Date: 05/15/2024	Vendor: LITTLECAES	LITTLE CAESARS	Check Total: 179.70
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
5/8/24	05/14/2024	ACT04467	pizza	05 2900 000 002 0 206	179.70
Check Number: 15282					
Check Type: Check		Check Date: 05/15/2024	Vendor: MADELINESC	Madeline's Cafe & Bakery	Check Total: 94.50
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
239	05/14/2024	ACT04435	Cookies for Girls Tennis Invite	05 2900 000 001 0 130	94.50
Check Number: 15283					
Check Type: Check		Check Date: 05/15/2024	Vendor: MEDCOSCHOO	Medco School First Aid	Check Total: 1,261.91
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
IN97552117	05/13/2024	ACT04450	Game Ready Wraps: Knee & Shoulder	05 2900 000 001 0 021	888.95
IN97558139	05/13/2024	ACT04450	Game Ready Wraps: Knee & Shoulder	05 2900 000 001 0 021	29.40
IN97561906	05/13/2024	ACT04450	Game Ready Wraps: Knee & Shoulder	05 2900 000 001 0 021	343.56
Check Number: 15284					
Check Type: Check		Check Date: 05/15/2024	Vendor: NSAA	NEBRASKA SCHOOL ACTIVITIES ASSOCIATION	Check Total: 434.10
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20240513	05/13/2024		boys soccer subdistricts	05 2900 000 001 0 137	129.65
20240514	05/14/2024		district soccer	05 2900 000 001 0 137	304.45
Check Number: 15285					
Check Type: Check		Check Date: 05/15/2024	Vendor: PAXTONHARD	Paxton Hardwoods LLC	Check Total: 2,482.79
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
0011157720-001	05/13/2024	ACT04446	WOOD	05 2900 000 001 0 025	2,482.79
Check Number: 15286					
Check Type: Check		Check Date: 05/15/2024	Vendor: PLATINUMAW	Platinum Awards & Gifts	Check Total: 48.35
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
160086	05/13/2024		awards	05 2900 000 001 0 130	48.35
Check Number: 15287					
Check Type: Check		Check Date: 05/15/2024	Vendor: PLUMCREEKM	PLUM CREEK MARKET PLACE	Check Total: 17.04
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
00304933102201233	05/14/2024	ACT04226	concessions	05 2900 000 001 0 032	3.79
00407421101401029	05/14/2024	ACT04226	concessions	05 2900 000 001 0 032	8.87
00409345144401039	05/14/2024	ACT04226	concessions	05 2900 000 001 0 032	4.38
Check Number: 15288					
Check Type: Check		Check Date: 05/15/2024	Vendor: STJUDECHIL	ST. JUDE CHILDREN'S RESEARCH HOSPITAL	Check Total: 2,145.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
20240513	05/13/2024		Trike-A-Thon donation	05 2900 000 000 0 953	2,145.00
Check Number: 15289					
Check Type: Check		Check Date: 05/15/2024	Vendor: TRUAPHIL	Phillip Truax	Check Total: 2,020.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>

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Checking Account: 5		5					
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	<u>Check Total:</u>	
20240513	05/13/2024		High School Orange & Black Fundraising	05 2900 000 001 0 063	2,020.00		
Check Number: 15290	Check Type: Check	Check Date: 05/15/2024	Vendor: VARSITY	Varsity Spirit Fashions	Check Total:	16,554.60	
68900402	05/13/2024	ACT04432	Cheer replacement Uniforms	05 2900 000 001 0 106	1,544.35		
68900403	05/13/2024	ACT04432	Summer Camp gear	05 2900 000 001 0 065	15,010.25		
Check Number: 15291	Check Type: Check	Check Date: 05/15/2024	Vendor: WORLDSFINE	World's Finest Chocolate, Inc	Check Total:	2,640.00	
91485659	05/14/2024		chocolate	05 2900 000 001 0 065	2,640.00		
Check Number: 15292	Check Type: Check	Check Date: 05/31/2024	Vendor: ADAMSCENT1	Adams Central High School	Check Total:	250.00	
20240525	05/25/2024		AC Team Camp	05 2900 000 001 0 068	250.00		
Check Number: 15293	Check Type: Check	Check Date: 05/31/2024	Vendor: AMAZONCAPI	Amazon Capital Services	Check Total:	16.57	
1PQ9-DNHY-39N4	05/25/2024	ACT04471	supplies	05 2900 000 002 0 204	16.57		
Check Number: 15294	Check Type: Check	Check Date: 05/31/2024	Vendor: COMFORTSU1	Comfort Suites West Omaha	Check Total:	677.15	
5/17/24	05/31/2024		soccer rooms	05 2900 000 001 0 136	677.15		
Check Number: 15295	Check Type: Check	Check Date: 05/31/2024	Vendor: CRAWFORDRE	CRAWFORD REPAIR	Check Total:	3,150.00	
1240500	05/31/2024	ACT04441	orange & black golf tournament	05 2900 000 001 0 063	3,150.00		
Check Number: 15296	Check Type: Check	Check Date: 05/31/2024	Vendor: DELIGHTDON	DELIGHT DONUTS	Check Total:	87.70	
4/6/24	05/31/2024	ACT04227	concessions	05 2900 000 001 0 032	23.90		
4/8/24	05/31/2024	ACT04436	4 dozen donuts for Golf and Tennis meets	05 2900 000 001 0 130	63.80		
Check Number: 15297	Check Type: Check	Check Date: 05/31/2024	Vendor: EVENTOSLLC	Eventos LLC	Check Total:	300.00	
0025	05/25/2024		Prom photo booth	05 2900 000 001 0 019	300.00		
Check Number: 15298	Check Type: Check	Check Date: 05/31/2024	Vendor: FAIRFIELD3	Fairfield by Marriott	Check Total:	2,086.00	
20240525	05/25/2024		track rooms	05 2900 000 001 0 136	2,086.00		
Check Number: 15299	Check Type: Check	Check Date: 05/31/2024	Vendor: FCCLA	Family, Career and Community Leaders of America	Check Total:	280.00	
156857	05/31/2024		Christian Burton registration	05 2900 000 001 0 040	225.00		
157603	05/31/2024		Christian Burton registration	05 2900 000 001 0 040	55.00		

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Checking Account:	5	5				
2425NAEA.	05/28/2024		Keith Nielson professional Fees	05 2900 000 001 0 026		275.00
Check Number: 15311	Check Type: Check	Check Date: 05/31/2024	Vendor: GRAFTONFCC	Nebraska FCCLA	Check Total:	200.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
NLC1038	05/31/2024		FCCLA	05 2900 000 001 0 040	200.00	
Check Number: 15312	Check Type: Check	Check Date: 05/31/2024	Vendor: OMNICHEER	Omni Cheer	Check Total:	226.82
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
2024002899001	05/25/2024	ACT04426	Bows for cheer squad	05 2900 000 001 0 065	226.82	
Check Number: 15313	Check Type: Check	Check Date: 05/31/2024	Vendor: PIZZAHUT	Pizza Hut	Check Total:	220.25
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
4/19/24	05/25/2024		concessions	05 2900 000 001 0 032	220.25	
Check Number: 15314	Check Type: Check	Check Date: 05/31/2024	Vendor: WALSWORTHP	WALSWORTH PUBLISHING COMPANY	Check Total:	6,483.20
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
2622775	05/25/2024		MS yearbooks	05 2900 000 002 0 202	6,483.20	
Check Number: 15315	Check Type: Check	Check Date: 05/31/2024	Vendor: WORLDSFINE	World's Finest Chocolate, Inc	Check Total:	1,080.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
91488188	05/31/2024	ACT04482	Chocolate for Cheer Fundraiser	05 2900 000 001 0 065	1,080.00	

*Denotes Expensed Invoice Item

Checking Account ID: 5

Total without Voids: 116,689.31

Fund: 05 ACTIVITY FUND

Chart of Account Number		Chart of Account Description				Entity Name	Expenses	Revenues	Outstanding AP	Outstanding PO	Balance Change	Balance
Entry Date	JR	Reference #	Check Acct	Check #	Description							
05 704 0948		Social Work Fundraising				*Previous Balance						113.61
						*Ending Balance:	0.00	0.00	0.00	0.00	113.61	
05 704 0949		Student Fee Waivers				*Previous Balance						4,891.01
05 704 0949		Student Fee Waivers										
05 2900 000 000 0 949		Student Fee Waivers										
02/06/2024	PO	ACT04376			Jerry Baten-Jimenez sports physical	PLUM CREEK MEDICAL GROUP, P.C.	0.00	0.00	0.00	90.00		
02/06/2024	PO	ACT04377			Katherine Dubon-Baten sports physical	PLUM CREEK MEDICAL GROUP, P.C.	0.00	0.00	0.00	90.00		
02/08/2024	PO	ACT04381			Yorvin Margarito sports physical	PLUM CREEK MEDICAL GROUP, P.C.	0.00	0.00	0.00	95.00		
02/22/2024	PO	ACT04396			Carlos Medrano sports physical	PLUM CREEK MEDICAL GROUP, P.C.	0.00	0.00	0.00	95.00		
03/14/2024	PO	ACT04417			Yeimy Lopez-Hernandez sports physical	PLUM CREEK MEDICAL GROUP, P.C.	0.00	0.00	0.00	95.00		
05/15/2024	CD	20240513	5	72050	Student Fee Waivers	VISA	65.00	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72046	Student Fee Waivers	Visa	100.00	0.00	0.00	0.00		
05 704 0949		Student Fee Waivers				*Current Activity						(630.00)
						*Ending Balance:	165.00	0.00	0.00	465.00	0.00	4,261.01
05 704 0953		Early Learning Academy				*Previous Balance						1,716.15
05 704 0953		Early Learning Academy										
05 1710 0953		Early Learning Academy										
05/06/2024	CR				ELA Trike-A-Thon	Early Learning Academy	0.00	1,275.00	0.00	0.00		
05/09/2024	CR				ELA Trike-A-Thon	Early Learning Academy	0.00	25.00	0.00	0.00		
05 2900 000 000 0 953		Early Learning Academy										
05/15/2024	CD	20240513	5	15288	Trike-A-Thon donation	ST. JUDE CHILDREN'S RESEARCH HOSPITAL	2,145.00	0.00	0.00	0.00		
05 704 0953		Early Learning Academy				*Current Activity						(845.00)
						*Ending Balance:	2,145.00	1,300.00	0.00	0.00	0.00	871.15
05 704 0956		ELEMENTARY RECORDERS				*Previous Balance						6,640.43
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	6,640.43
05 704 0957		NE SPECIAL OLYMPICS				*Previous Balance						2,199.73
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	2,199.73
05 704 0958		GIFTED PROGRAMS				*Previous Balance						274.22
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	274.22
05 704 0959		AUTISM Programs				*Previous Balance						396.96
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	396.96
05 704 0960		ADULT ACTIVITY TICKETS				*Previous Balance						10,640.00
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	10,640.00
05 704 0961		INSUFFICIENT CHECKS				*Previous Balance						73.30
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	73.30
05 704 0966		Alumni Funds				*Previous Balance						841.00

Fund: 05 ACTIVITY FUND

Chart of Account Number		Chart of Account Description				Entity Name	Expenses	Revenues	Outstanding AP	Outstanding PO	Balance Change	Balance
Entry Date	JR	Reference #	Check Acct	Check #	Description							
05 704 1017			High School Student Teammaker Account			*Previous Balance						2,827.17
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	2,827.17
05 704 1018			High School Technology Club			*Previous Balance						184.57
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	184.57
05 704 1019			High School Prom Fundraising			*Previous Balance						3,257.50
05 704 1019			High School Prom Fundraising									
05 1710 1019			High School Prom Fundraising									
05/17/2024	GJ				Prom Pictures to Yearbook 1080		0.00	(300.00)	0.00	0.00		
05/21/2024	CR	0009940			HS Prom 2024 Fundraising	High School	0.00	4,748.67	0.00	0.00		
05/29/2024	GJ				Prom Supplies, Popcorn, Oil, Bags		0.00	(150.00)	0.00	0.00		
05 2900 000 001 0 019			High School Prom Fundraising									
05/15/2024	CD	20240513	5	72046	High School Prom Fundraising	Visa	394.52	0.00	0.00	0.00		
05/15/2024	CD	20240514	5	15270	High School Prom Fundraising	Capital One	110.85	0.00	0.00	0.00		
05/31/2024	CD	0025	5	15297	Prom photo booth	Eventos LLC	300.00	0.00	0.00	0.00		
05 704 1019			High School Prom Fundraising			*Current Activity						3,493.30
						*Ending Balance:	805.37	4,298.67	0.00	0.00	0.00	6,750.80
05 704 1021			Booster Club (flow-through)			*Previous Balance						12,207.87
05 704 1021			Booster Club (flow-through)									
05 2900 000 001 0 021			Booster Club (flow-through)									
04/15/2024	PO	ACT04448			Rectangle Cheer Competition Signs	Varsity Spirit Fashions	0.00	0.00	0.00	250.00		
04/25/2024	PO	ACT04461			1 Jugs machine, 1 set of catchers gear, 2 hitting nets	BSN Sports	0.00	0.00	0.00	2,420.00		
05/02/2024	PO	ACT04469			State Dance Music Editing Fee and copyright fees	Stan Tabor	0.00	0.00	0.00	500.00		
05/03/2024	CD	ACT04457 9404503393	5	15262	Soccer Backpacks Booster Club Wishlist	Sports Endeavors, LLC	1,800.00	0.00	0.00	0.00		
05/15/2024	CD	ACT04472 5/6/24	5	15280	Brownies, Ice Cream, and supplies for BC	LEXINGTON PUBLIC SCHOOLS-GENERAL FUND	336.73	0.00	0.00	0.00		
05/15/2024	CD	20240514	5	15270	Booster Club (flow-through)	Capital One	92.05	0.00	0.00	0.00		
05/15/2024	CD	ACT04450 IN97552117	5	15283	Game Ready Wraps: Knee & Shoulder	Medco School First Aid	888.95	0.00	0.00	0.00		
05/15/2024	CD	ACT04450 IN97561906	5	15283	Game Ready Wraps: Knee & Shoulder	Medco School First Aid	343.56	0.00	0.00	0.00		
05/15/2024	CD	ACT04450 IN97558139	5	15283	Game Ready Wraps: Knee & Shoulder	Medco School First Aid	29.40	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72045	Booster Club (flow-through)	Visa	314.00	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72045	Booster Club (flow-through)	Visa	314.00	0.00	0.00	0.00		
05/15/2024	CD	ACT04466 1Y6J-73D7-9H1G	5	15267	Game Day ball bag	Amazon Capital Services	42.99	0.00	0.00	0.00		
05/15/2024	CD	ACT04464 1PRN-LFQ1-CM41	5	15267	supplies	Amazon Capital Services	864.40	0.00	0.00	0.00		
05/15/2024	CD	ACT04464 1D4P-9CDV-DN7C	5	15267	supplies	Amazon Capital Services	464.39	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72051	Booster Club (flow-through)	VISA	246.46	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72051	Booster Club (flow-through)	VISA	213.43	0.00	0.00	0.00		

Fund: 05 ACTIVITY FUND

Chart of Account Number		Chart of Account Description				Entity Name	Expenses	Revenues	Outstanding AP	Outstanding PO	Balance Change	Balance
Entry Date	JR	Reference #	Check Acct	Check #	Description							
05/15/2024	CD	20240513	5	72051	Booster Club (flow-through)	VISA	359.96	0.00	0.00	0.00		
05 704 1021					Booster Club (flow-through)	*Current Activity						(9,480.32)
						*Ending Balance:	6,310.32	0.00	0.00	3,170.00	0.00	2,727.55
05 704 1022					HS Skills USA	*Previous Balance						3,342.22
05 704 1022					HS Skills USA							
05 2900 000 001 0 022					HS Skills USA							
05/15/2024	CD	20240513	5	72045	HS Skills USA	Visa	264.78	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72045	HS Skills USA	Visa	269.00	0.00	0.00	0.00		
05 704 1022					HS Skills USA	*Current Activity						(533.78)
						*Ending Balance:	533.78	0.00	0.00	0.00	0.00	2,808.44
05 704 1023					HS Auto Resale	*Previous Balance						527.85
05 704 1023					HS Auto Resale							
05 1710 1023					HS Auto Resale							
05/17/2024	CR				HS Automotive Donation	Lexington Public Schools	0.00	35.00	0.00	0.00		35.00
05 704 1023					HS Auto Resale	*Current Activity						35.00
						*Ending Balance:	0.00	35.00	0.00	0.00	0.00	562.85
05 704 1024					HS Welding	*Previous Balance						1,314.60
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	1,314.60
05 704 1025					HS WOOD SHOP RESALE	*Previous Balance						4,191.74
05 704 1025					HS WOOD SHOP RESALE							
05 1710 1025					HS WOOD SHOP RESALE							
05/08/2024	CR	0009925			HS Woodshop - Shop Project Bills	High School	0.00	946.00	0.00	0.00		
05/23/2024	CR	0009942			HS Woodshop Resale	High School	0.00	2,278.00	0.00	0.00		
05 2900 000 001 0 025					HS WOOD SHOP RESALE							
05/15/2024	CD	ACT04446 0011157720-001	5	15285	WOOD	Paxton Hardwoods LLC	2,482.79	0.00	0.00	0.00		
05/31/2024	CD	ACT04301 10645763	5	15308	supplies	MEAD LUMBER	40.30	0.00	0.00	0.00		
05 704 1025					HS WOOD SHOP RESALE	*Current Activity						700.91
						*Ending Balance:	2,523.09	3,224.00	0.00	0.00	0.00	4,892.65
05 704 1026					FFA	*Previous Balance						3,498.37
05 704 1026					FFA							
05 1710 1026					FFA							
05/01/2024	CR	0009996			HS FFA Greenhouse Sales	High School	0.00	650.61	0.00	0.00		
05/07/2024	CR				RevTrak Receipts FFA Greenhouse	LEXINGTON ACTIVITY ACCOUNT	0.00	323.49	0.00	0.00		
05/08/2024	CR	0009869			HS FFA Plant Sale	High School	0.00	1,609.00	0.00	0.00		
05/09/2024	CR				HS FFA - Harris Seeds Refund	Lexington Public Schools	0.00	574.36	0.00	0.00		
05/14/2024	CR	0009928			HS FFA Plant Sale	High School	0.00	2,357.50	0.00	0.00		
05/21/2024	CR	0009937			HS FFA Bomgaars Grand Opening Donation	High School	0.00	419.00	0.00	0.00		
05/28/2024	CR	0009944			HS FFA	High School	0.00	275.00	0.00	0.00		
05/31/2024	CR	0009945			HS FFA	High School	0.00	1,000.00	0.00	0.00		
05 2900 000 001 0 026					FFA							

Fund: 05 ACTIVITY FUND

Chart of Account Number		Chart of Account Description				Entity Name	Expenses	Revenues	Outstanding AP	Outstanding PO	Balance Change	Balance
Entry Date	JR	Reference #	Check Acct	Check #	Description							
05/15/2024	CD	20240514	5	15270	FFA	Capital One	88.99	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72050	FFA	VISA	414.62	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72050	FFA	VISA	465.75	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72045	FFA	Visa	85.07	0.00	0.00	0.00		
05/31/2024	CD	2425NAEA.	5	15310	Keith Nielson professional Fees	Nebraska Agricultural Educators Association	275.00	0.00	0.00	0.00		
05 704 1026					FFA	*Current Activity					5,879.53	
						*Ending Balance:	1,329.43	7,208.96	0.00	0.00	0.00	9,377.90
05 704 1027					ATHLETIC LETTER CLUB	*Previous Balance					1,508.22	
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	1,508.22
05 704 1028					HS STUDENT COUNCIL	*Previous Balance					5,043.87	
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	5,043.87
05 704 1029					HS FINES	*Previous Balance					13,846.85	
05 704 1029					HS FINES							
05 2900 000 001 0 029					HS FINES							
05/15/2024	PO	ACT04476			bowling	STRIKE & SPARE BOWL	0.00	0.00	0.00	500.00		
05/24/2024	CD	GF030439 LHNE240516	5	1	BusinessU Core Suite	Business U	2,295.00	0.00	0.00	0.00		
05/24/2024	CD	GF030439 LHNE240516.	5	1	BusinessU Core Suite	Business U	(2,295.00)	0.00	0.00	0.00		
05 704 1029					HS FINES	*Current Activity					(500.00)	
						*Ending Balance:	0.00	0.00	0.00	500.00	0.00	13,346.85
05 704 1030					HS MISCELLANEOUS	*Previous Balance					2,618.70	
05 704 1030					HS MISCELLANEOUS							
05 1710 1030					HS MISCELLANEOUS							
05/01/2024	CR				Deposit Correction - Student Assessment	LEXINGTON PUBLIC SCHOOLS - GENERAL FUND	0.00	54.00	0.00	0.00		
05 2900 000 001 0 030					HS MISCELLANEOUS							
05/15/2024	CD	20240513	5	72049	HS MISCELLANEOUS	VISA	174.00	0.00	0.00	0.00		
05 704 1030					HS MISCELLANEOUS	*Current Activity					(120.00)	
						*Ending Balance:	174.00	54.00	0.00	0.00	0.00	2,498.70
05 704 1031					High School Recycling	*Previous Balance					2,844.66	
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	2,844.66
05 704 1032					CONCESSIONS	*Previous Balance					23,349.37	
05 704 1032					CONCESSIONS							
05 1710 1032					CONCESSIONS							
05/01/2024	CR	0009998			HS Concessions - Sub District Finals	High School	0.00	158.70	0.00	0.00		
05/01/2024	CR	0009999			HS Concessions - Sub District Finals Soc	High School	0.00	441.60	0.00	0.00		
05/08/2024	CR	0009872			HS Concessions - District Soccer Finals	High School	0.00	393.90	0.00	0.00		
05 2900 000 001 0 032					CONCESSIONS							

Fund: 05 ACTIVITY FUND

Chart of Account Number		Chart of Account Description				Entity Name	Expenses	Revenues	Outstanding AP	Outstanding PO	Balance Change	Balance
Entry Date	JR	Reference #	Check Acct	Check #	Description							
05/15/2024	CD	ACT04226 0030493310220 1233	5	15287	concessions	PLUM CREEK MARKET PLACE	3.79	0.00	0.00	0.00		
05/15/2024	CD	ACT04226 0040742110140 1029	5	15287	concessions	PLUM CREEK MARKET PLACE	8.87	0.00	0.00	0.00		
05/15/2024	CD	ACT04226 0040934514440 1039	5	15287	concessions	PLUM CREEK MARKET PLACE	4.38	0.00	0.00	0.00		
05/15/2024	CD	20240514	5	15270	CONCESSIONS	Capital One	80.98	0.00	0.00	0.00		
05/15/2024	CD	14162660	5	15271	CONCESSIONS	CASH-WA DISTRIBUTING CO.	514.78	0.00	0.00	0.00		
05/15/2024	CD	14170159	5	15271	CONCESSIONS	CASH-WA DISTRIBUTING CO.	915.50	0.00	0.00	0.00		
05/15/2024	CD	14171177	5	15271	CONCESSIONS	CASH-WA DISTRIBUTING CO.	144.84	0.00	0.00	0.00		
05/15/2024	CD	14173523	5	15271	CONCESSIONS	CASH-WA DISTRIBUTING CO.	295.86	0.00	0.00	0.00		
05/15/2024	CD	14173572	5	15271	CONCESSIONS	CASH-WA DISTRIBUTING CO.	53.10	0.00	0.00	0.00		
05/15/2024	CD	CM3603387	5	15271	CONCESSIONS	CASH-WA DISTRIBUTING CO.	(46.16)	0.00	0.00	0.00		
05/15/2024	CD	20240513-0001	5	15272	CONCESSIONS	CHESTERMAN COCA COLA	1,537.40	0.00	0.00	0.00		
05/15/2024	CD	20240513-0001	5	15272	CONCESSIONS	CHESTERMAN COCA COLA	(586.60)	0.00	0.00	0.00		
05/31/2024	CD	ACT04227 4/6/24	5	15296	concessions	DELIGHT DONUTS	23.90	0.00	0.00	0.00		
05/31/2024	CD	4/19/24	5	15313	concessions	Pizza Hut	220.25	0.00	0.00	0.00		
05 704 1032					CONCESSIONS	*Current Activity					(2,176.69)	
						*Ending Balance:	3,170.89	994.20	0.00	0.00	0.00	21,172.68
05 704 1033					HONOR SOCIETY	*Previous Balance						408.78
05 704 1033					HONOR SOCIETY							
05 2900 000 001 0 033					HONOR SOCIETY							
05/15/2024	CD	20240513	5	72045	HONOR SOCIETY	Visa	385.72	0.00	0.00	0.00		
05 704 1033					HONOR SOCIETY	*Current Activity					(385.72)	
						*Ending Balance:	385.72	0.00	0.00	0.00	0.00	23.06
05 704 1034					High School Cap & Gown	*Previous Balance						5,320.26
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	5,320.26
05 704 1035					AMBASSADORS OF MUSIC	*Previous Balance						(1,234.15)
05 704 1035					AMBASSADORS OF MUSIC							
05 1710 1035					AMBASSADORS OF MUSIC							
05/01/2024	CR	0009998			HS MFAA - Conc. Sales SubDistrict Finals	High School	0.00	106.80	0.00	0.00		
05 704 1035					AMBASSADORS OF MUSIC	*Current Activity					106.80	
						*Ending Balance:	0.00	106.80	0.00	0.00	0.00	(1,127.35)
05 704 1036					ART LAB FEE	*Previous Balance						318.52
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	318.52
05 704 1037					FBLA	*Previous Balance						3,026.84
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	3,026.84
05 704 1038					High School Robotics Club	*Previous Balance						293.00
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	293.00
05 704 1039					HS Yo Yo Club	*Previous Balance						613.43

Fund: 05 ACTIVITY FUND

Chart of Account Number		Chart of Account Description				Entity Name	Expenses	Revenues	Outstanding AP	Outstanding PO	Balance Change	Balance
Entry Date	JR	Reference #	Check Acct	Check #	Description							
05 1710 1063					High School Orange & Black Fundraising							
05/01/2024	CR	0007498			HS Orange & Black Golf Classic	High School	0.00	4,600.00	0.00	0.00		
05/21/2024	CR	0009938			HS Orange & Black Golf Classic	High School	0.00	3,550.00	0.00	0.00		
05/28/2024	CR	0009943			HS Orange & Black Fundraiser Deposit	High School	0.00	8,507.25	0.00	0.00		
05 2900 000 001 0 063					High School Orange & Black Fundraising							
04/10/2024	PO	ACT04440			orange & black golf tournament	LEXINGTON PUBLIC SCHOOLS-GENERAL FUND	0.00	0.00	0.00	500.00		
05/15/2024	CD	20240513	5	15289	High School Orange & Black Fundraising	Truax, Phillip J	2,020.00	0.00	0.00	0.00		
05/23/2024	PO	ACT04480			Hole sponsor signs for O&B Golf Tourney	SIGN PRO	0.00	0.00	0.00	60.00		
05/23/2024	PO	ACT04481			Weight Room Record Board Updates	SIGN PRO	0.00	0.00	0.00	100.00		
05/28/2024	PO	ACT04483			Thank You Add for Orange and Black	CLIPPER - HERALD	0.00	0.00	0.00	300.00		
05/31/2024	CD	ACT04439 5/24/24	5	15303	orange & black golf tournament	LAKESIDE COUNTRY CLUB	6,991.25	0.00	0.00	0.00		
05/31/2024	CD	ACT04479 20240528	5	15304	Food for Orange and Black	LEXINGTON PUBLIC SCHOOLS-GENERAL FUND	348.66	0.00	0.00	0.00		
05/31/2024	CD	ACT04441 1240500	5	15295	orange & black golf tournament	CRAWFORD REPAIR	3,150.00	0.00	0.00	0.00		
05 704 1063					High School Orange & Black Fundraising	*Current Activity					3,187.34	
						*Ending Balance:	12,509.91	16,657.25	0.00	960.00	0.00	18,564.23
05 704 1064					High School Softball Fundraising	*Previous Balance					384.00	
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	384.00
05 704 1065					High School Cheerleading Fundraising	*Previous Balance					8,882.57	
05 704 1065					High School Cheerleading Fundraising							
05 1710 1065					High School Cheerleading Fundraising							
05/03/2024	CR	0010000			HS Cheer Fundraising	High School	0.00	539.27	0.00	0.00		
05/08/2024	CR	0009870			HS Cheer Fundraising - Uniform	High School	0.00	581.45	0.00	0.00		
05/20/2024	CR	0009931			HS Cheer Fundraiser - Chocolate	High School	0.00	6,386.87	0.00	0.00		
05/20/2024	CR	0009932			HS Cheerleading Fundraising	High School	0.00	150.00	0.00	0.00		
05/21/2024	CR	0009934			HS Cheer Fundraising - Uniforms	High School	0.00	1,059.27	0.00	0.00		
05 2900 000 001 0 065					High School Cheerleading Fundraising							
05/03/2024	CD	124040679 R2	5	15266	High School Cheerleading Fundraising	Wyhe's Choice Fundraising	2,442.00	0.00	0.00	0.00		
05/15/2024	CD	91485659	5	15291	chocolate	World's Finest Chocolate, Inc	2,640.00	0.00	0.00	0.00		
05/15/2024	CD	ACT04432 68900403	5	15290	Summer Camp gear	Varsity Spirit Fashions	15,010.25	0.00	0.00	0.00		
05/31/2024	CD	ACT04426 2024002899001	5	15312	Bows for cheer squad	Omni Cheer	226.82	0.00	0.00	0.00		
05/31/2024	CD	ACT04482 91488188	5	15315	Chocolate for Cheer Fundraiser	World's Finest Chocolate, Inc	1,080.00	0.00	0.00	0.00		
05 704 1065					High School Cheerleading Fundraising	*Current Activity					(12,682.21)	
						*Ending Balance:	21,399.07	8,716.86	0.00	0.00	0.00	(3,799.64)
05 704 1066					FOOTBALL FUNDRAISING	*Previous Balance					17,023.37	
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	17,023.37
05 704 1067					VOLLEYBALL FUNDRAISING	*Previous Balance					2,683.40	

Fund: 05 ACTIVITY FUND

Chart of Account Number		Chart of Account Description				Entity Name	Expenses	Revenues	Outstanding AP	Outstanding PO	Balance Change	Balance
Entry Date	JR	Reference #	Check Acct	Check #	Description							
05 704 1067					VOLLEYBALL FUNDRAISING							
05 1710 1067					VOLLEYBALL FUNDRAISING							
05/23/2024	CR	0009941			HS Volleyball Fundraising	High School	0.00	1,500.00	0.00	0.00		
05 2900 000 001 0 067					VOLLEYBALL FUNDRAISING							
06/22/2023	PO	ACT04214			Coaching Pullovers -- Coaches worked VB camp to pay for gear	BSN Sports	0.00	0.00	0.00	198.76		
05/29/2024	PO	ACT04486			Volleylites and Carts for Youth VB	BSN Sports	0.00	0.00	0.00	1,600.00		
05 704 1067					VOLLEYBALL FUNDRAISING	*Previous Balance					(298.76)	
						*Ending Balance:	0.00	1,500.00	0.00	1,798.76	0.00	2,384.64
05 704 1068					Boys Basketball Fundraising	*Previous Balance					2,649.98	
05 704 1068					Boys Basketball Fundraising							
05 2900 000 001 0 068					Boys Basketball Fundraising							
05/31/2024	CD	20240525	5	15292	AC Team Camp	Adams Central High School	250.00	0.00	0.00	0.00		
05/31/2024	CD	20240525	5	15302	basketball camp	KEARNEY HIGH SCHOOL	200.00	0.00	0.00	0.00		
05/31/2024	CD	20240525	5	15301	basketball camp	KEARNEY CATHOLIC HIGH SCHOOL	150.00	0.00	0.00	0.00		
05/31/2024	CD	20240525	5	15307	basketball camp	Martinez, Tino	360.00	0.00	0.00	0.00		
05 704 1068					Boys Basketball Fundraising	*Current Activity					(960.00)	
						*Ending Balance:	960.00	0.00	0.00	0.00	0.00	1,689.98
05 704 1069					HS Boys Soccer Fundraising	*Previous Balance					4,868.87	
05 704 1069					HS Boys Soccer Fundraising							
05 1710 1069					HS Boys Soccer Fundraising							
05/20/2024	CR	0009933			HS Boys Soccer Fundraising	High School	0.00	342.00	0.00	0.00		
05 2900 000 001 0 069					HS Boys Soccer Fundraising							
05/03/2024	CD	ACT04457 9404503393	5	15262	Soccer Backpacks Booster Club Wishlist	Sports Endeavors, LLC	1,568.30	0.00	0.00	0.00		
05/03/2024	CD	ACT04457 9404493828	5	15262	Soccer Backpacks Booster Club Wishlist	Sports Endeavors, LLC	75.00	0.00	0.00	0.00		
05/03/2024	CD	20240503	5	15264	disaster relief donation	Womenade of Elkhorn	500.00	0.00	0.00	0.00		
05/15/2024	CD	20240514	5	15270	HS Boys Soccer Fundraising	Capital One	150.58	0.00	0.00	0.00		
05/15/2024	CD	20240514	5	15270	HS Boys Soccer Fundraising	Capital One	128.46	0.00	0.00	0.00		
05/15/2024	CD	20240514	5	15270	HS Boys Soccer Fundraising	Capital One	250.00	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72046	HS Boys Soccer Fundraising	Visa	5.99	0.00	0.00	0.00		
05 704 1069					HS Boys Soccer Fundraising	*Current Activity					(2,336.33)	
						*Ending Balance:	2,678.33	342.00	0.00	0.00	0.00	2,532.54
05 704 1070					High School Cross Country Fundraising	*Previous Balance					2,570.09	
05 2900 000 001 0 070					High School Cross Country Fundraising							
05/31/2024	PO	ACT04488			Camping Fees for XC teams	Camp Comeca	0.00	0.00	0.00	110.00		
05 704 1070					High School Cross Country Fundraising	*Previous Balance					(110.00)	
						*Ending Balance:	0.00	0.00	0.00	110.00	0.00	2,460.09
05 704 1071					High School Track Fundraising	*Previous Balance					1,097.39	
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	1,097.39
05 704 1072					High School Drill Team Fundraising	*Previous Balance					3,930.21	
05 704 1072					High School Drill Team Fundraising							

Fund: 05 ACTIVITY FUND

Chart of Account Number		Chart of Account Description				Entity Name	Expenses	Revenues	Outstanding AP	Outstanding PO	Balance Change	Balance
Entry Date	JR	Reference #	Check Acct	Check #	Description							
05 704 1079		High School Bowling Fundraising				*Previous Balance						2,203.85
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	2,203.85
05 704 1080		High School Yearbook Fundraising				*Previous Balance						2,699.38
05 704 1080 High School Yearbook Fundraising												
05 1710 1080 High School Yearbook Fundraising												
05/09/2024	CR	0009927			HS Yearbook - Senior Wall Pictures	High School	0.00	200.00	0.00	0.00		
05/16/2024	CR				HS Yearbook Fundraising - YMCA Video	YMCA of Lexington	0.00	400.00	0.00	0.00		
05/17/2024	GJ				Prom Pictures from HSPROM 1019		0.00	300.00	0.00	0.00		
05/20/2024	CR	0009932			HS Yearbook Fundraising	High School	0.00	50.00	0.00	0.00		
05 2900 000 001 0 080 High School Yearbook Fundraising												
05/15/2024	CD	20240513	5	72047	High School Yearbook Fundraising	Visa	337.49	0.00	0.00	0.00		
05 704 1080		High School Yearbook Fundraising				*Current Activity						612.51
						*Ending Balance:	337.49	950.00	0.00	0.00	0.00	3,311.89
05 704 1081		High School Girls Wrestling Fundraising				*Previous Balance						4,440.10
05 704 1081 High School Girls Wrestling Fundraising												
05 1710 1081 High School Girls Wrestling Fundraising												
05/01/2024	CR	0009923			HS Girls Wrestling Fundraising	High School	0.00	1,575.00	0.00	0.00		
05/14/2024	CR	0009929			HS Girls Wrestling Fundraising	High School	0.00	225.00	0.00	0.00		
05 2900 000 001 0 081 High School Girls Wrestling Fundraising												
05/15/2024	CD	20240513	5	72051	High School Girls Wrestling Fundraising	VISA	4,950.00	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	15269	summer camp cabin	Banderas, Arturo	700.00	0.00	0.00	0.00		
05 704 1081		High School Girls Wrestling Fundraising				*Current Activity						(3,850.00)
						*Ending Balance:	5,650.00	1,800.00	0.00	0.00	0.00	590.10
05 704 1082		E-SPORTS Fundraising				*Previous Balance						208.60
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	208.60
05 704 1099		E-SPORTS				*Previous Balance						448.98
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	448.98
05 704 1100		HS GIRLS WRESTLING				*Previous Balance						(1,724.95)
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	(1,724.95)
05 704 1101		DRILL TEAM				*Previous Balance						1,458.60
05 2900 000 001 0 101 DRILL TEAM												
06/07/2023	PO	ACT04209			Fill In Skirts for Drill Team Members	Varsity Spirit Fashions	0.00	0.00	0.00	134.85		
05 704 1101		DRILL TEAM				*Previous Balance						(134.85)
						*Ending Balance:	0.00	0.00	0.00	134.85	0.00	1,323.75
05 704 1104		Mock Trial				*Previous Balance						(150.00)
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	(150.00)
05 704 1105		SPEECH				*Previous Balance						(1,443.85)

Fund: 05 ACTIVITY FUND

Chart of Account Number		Chart of Account Description				Entity Name	Expenses	Revenues	Outstanding AP	Outstanding PO	Balance Change	Balance
Entry Date	JR	Reference #	Check Acct	Check #	Description							
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	(2,251.97)
05 704 1116					HS VOLLEYBALL	*Previous Balance						1,833.74
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	1,833.74
05 704 1117					HS BOWLING	*Previous Balance						1,151.78
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	1,151.78
05 704 1118					GIRLS GOLF	*Previous Balance						(1,735.49)
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	(1,735.49)
05 704 1119					BOYS TENNIS	*Previous Balance						(676.39)
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	(676.39)
05 704 1120					HS BOYS BASKETBALL	*Previous Balance						7,219.59
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	7,219.59
05 704 1121					HS WRESTLING	*Previous Balance						(5,368.56)
05 704 1121					HS WRESTLING							
05 1710 1121					HS BOYS WRESTLING							
05/21/2024	CR	0009936			HS Boys Wrestling Entry Fees	High School	0.00	225.00	0.00	0.00		
05 704 1121					HS WRESTLING	*Current Activity						225.00
						*Ending Balance:	0.00	225.00	0.00	0.00	0.00	(5,143.56)
05 704 1122					HS GIRLS BASKETBALL	*Previous Balance						10,467.21
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	10,467.21
05 704 1123					High School Track	*Previous Balance						(3,659.66)
05 704 1123					High School Track							
05 1710 1123					High School Track							
05/14/2024	CR	0009930			HS Entry Fees Track	High School	0.00	2,425.00	0.00	0.00		
05 2900 000 001 0 123					High School Track							
02/23/2024	PO	ACT04401			Supplies for Vaulting Pit	John Deere Financial	0.00	0.00	0.00	85.00		
05/15/2024	CD	20240514	5	15270	High School Track	Capital One	62.58	0.00	0.00	0.00		
05/15/2024	CD	20240514	5	15270	High School Track	Capital One	148.92	0.00	0.00	0.00		
05 704 1123					High School Track	*Current Activity						2,128.50
						*Ending Balance:	211.50	2,425.00	0.00	85.00	0.00	(1,531.16)
05 704 1124					High School Unified Bowling	*Previous Balance						645.47
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	645.47
05 704 1125					BOYS GOLF	*Previous Balance						(97.03)
05 704 1125					BOYS GOLF							
05 1710 1125					BOYS GOLF							
05/14/2024	CR	0009930			HS Entry Fees Boys Golf	High School	0.00	350.00	0.00	0.00		
05 2900 000 001 0 125					BOYS GOLF							
05/03/2024	CD	5/13/24	5	15254	district golf	Adams Central High School	50.00	0.00	0.00	0.00		
05/31/2024	CD	20240525	5	15303	Varsity & JV golf tournaments	LAKESIDE COUNTRY CLUB	785.00	0.00	0.00	0.00		
05 704 1125					BOYS GOLF	*Current Activity						(485.00)

Fund: 05 ACTIVITY FUND

Chart of Account Number		Chart of Account Description				Entity Name	Expenses	Revenues	Outstanding AP	Outstanding PO	Balance Change	Balance
Entry Date	JR	Reference #	Check Acct	Check #	Description							
						*Ending Balance:	835.00	350.00	0.00	0.00	0.00	(582.03)
05 704 1126	GIRLS TENNIS				*Previous Balance						(680.26)	
05 704 1126	GIRLS TENNIS											
05 1710 1126	GIRLS TENNIS											
05/14/2024	CR	0009930			HS Entry Fees Girls Tennis	High School	0.00	50.00	0.00	0.00		
05/21/2024	CR	0009936			HS Girls Tennis Entry Fees	High School	0.00	80.00	0.00	0.00		
05 2900 000 001 0 126	GIRLS TENNIS											
05/03/2024	CD	5/4/24	5	15261	tennis invite	Skutt Catholic High School	75.00	0.00	0.00	0.00		
05/15/2024	CD	20240514	5	15270	GIRLS TENNIS	Capital One	63.80	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72045	GIRLS TENNIS	Visa	49.70	0.00	0.00	0.00		
05 704 1126	GIRLS TENNIS				*Current Activity						(58.50)	
						*Ending Balance:	188.50	130.00	0.00	0.00	0.00	(738.76)
05 704 1127	HS ATHLETICS/RESALE				*Previous Balance						949.29	
						*Ending Balance:	0.00	0.00	0.00	0.00	949.29	
05 704 1128	BOYS SOCCER				*Previous Balance						1,846.89	
05 704 1128	BOYS SOCCER											
05 2900 000 001 0 128	BOYS SOCCER											
09/26/2023	PO	ACT04291			soccer supplies quote 5787825	Sports Endeavors, LLC	0.00	0.00	0.00	221.32		
09/26/2023	PO	ACT04292			medium magnetic tactical board	Soccer Innovations	0.00	0.00	0.00	87.00		
09/26/2023	PO	ACT04292			soccer captain badge - orange	Soccer Innovations	0.00	0.00	0.00	30.00		
09/26/2023	PO	ACT04292			soccer captain badge - neon	Soccer Innovations	0.00	0.00	0.00	30.00		
09/26/2023	PO	ACT04292			field/pitch line marking set (yellow)	Soccer Innovations	0.00	0.00	0.00	111.00		
02/22/2024	PO	ACT04395			soccer gloves	Sports Endeavors, LLC	0.00	0.00	0.00	339.97		
05/15/2024	CD	20240513	5	72046	BOYS SOCCER	Visa	561.95	0.00	0.00	0.00		
05/23/2024	PO	ACT04478			State Runner Up Trophy Placard soccer	Platinum Awards & Gifts	0.00	0.00	0.00	50.00		
05 704 1128	BOYS SOCCER				*Previous Balance						(1,431.24)	
						*Ending Balance:	561.95	0.00	0.00	869.29	0.00	415.65
05 704 1129	HS ATHLETIC PHYSICALS				*Previous Balance						830.71	
						*Ending Balance:	0.00	0.00	0.00	0.00	830.71	
05 704 1130	HS GENERAL ACTIVITIES				*Previous Balance						(4,117.42)	
05 704 1130	HS GENERAL ACTIVITIES											
05 1710 1130	HS GENERAL ACTIVITIES											
05/01/2024	CR	0009922			HS General Activities - Pictures	High School	0.00	75.00	0.00	0.00		
05/09/2024	CR	0009927			HS General Activities - Pictures	High School	0.00	1,021.00	0.00	0.00		
05/20/2024	CR	0009932			HS General Activities	High School	0.00	245.00	0.00	0.00		
05/21/2024	CR	0009935			HS General Activities	High School	0.00	39.00	0.00	0.00		
05 2900 000 001 0 130	HS GENERAL ACTIVITIES											
11/09/2023	PO	ACT04317			Engraving plate for trophy	Quadern	0.00	0.00	0.00	15.00		
05/03/2024	CD	ACT04399 159997	5	15258	State Runner Up -- Unified Bowling	Platinum Awards & Gifts	50.00	0.00	0.00	0.00		
05/15/2024	CD	ACT04435 239	5	15282	Cookies for Girls Tennis Invite	Madeline's Cafe & Bakery	94.50	0.00	0.00	0.00		
05/15/2024	CD	ACT04449 202067	5	15268	Mingus & Ramsey Awards	AWARDS UNLIMITED, INC.	126.91	0.00	0.00	0.00		

Fund: 05 ACTIVITY FUND

Chart of Account Number		Chart of Account Description										
Entry Date	JR	Reference #	Check Acct	Check #	Description	Entity Name	Expenses	Revenues	Outstanding AP	Outstanding PO	Balance Change	Balance
05/15/2024	CD	20240513	5	72045	HS GENERAL ACTIVITIES	Visa	49.69	0.00	0.00	0.00		
05/15/2024	CD	160086	5	15286	awards	Platinum Awards & Gifts	48.35	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72046	HS GENERAL ACTIVITIES	Visa	561.95	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72046	HS GENERAL ACTIVITIES	Visa	18.35	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72047	HS GENERAL ACTIVITIES	Visa	63.00	0.00	0.00	0.00		
05/20/2024	GJ				Deposit Slips		99.06	0.00	0.00	0.00		
05/31/2024	CD	ACT04436 4/8/24	5	15296	4 dozen donuts for Golf and Tennis meets	DELIGHT DONUTS	63.80	0.00	0.00	0.00		
05 704 1130					HS GENERAL ACTIVITIES	*Current Activity						189.39
						*Ending Balance:	1,175.61	1,380.00	0.00	15.00	0.00	(3,928.03)
05 704 1131					HS PRINTING/ADVERTISING	*Previous Balance						424.75
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	424.75
05 704 1132					HS GIRLS SOFTBALL	*Previous Balance						7,457.12
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	7,457.12
05 704 1133					GIRLS SOCCER	*Previous Balance						10,098.71
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	10,098.71
05 704 1135					High School Officials	*Previous Balance						(35,466.00)
05 704 1135					High School Officials							
05 2900 000 001 0 135					High School Officials							
05/03/2024	CD	5/4/24	5	15257	soccer official	Ludwig, Justin	110.00	0.00	0.00	0.00		
05/03/2024	CD	5/4/24	5	15255	soccer official	Bailey, Matt	110.00	0.00	0.00	0.00		
05/03/2024	CD	5/4/24	5	15260	soccer official	Scrimger, John	110.00	0.00	0.00	0.00		
05 704 1135					High School Officials	*Current Activity						(330.00)
						*Ending Balance:	330.00	0.00	0.00	0.00	0.00	(35,796.00)
05 704 1136					High School Team Travel	*Previous Balance						(45,714.82)
05 704 1136					High School Team Travel							
05 2900 000 001 0 136					High School Team Travel							
05/03/2024	CD	20240503	5	15259	team meal reimbursement	Saulsbury, Jake W	68.88	0.00	0.00	0.00		
05/03/2024	CD	434Y200003630	5	15256	soccer rooms	Fairfield by Marriott	4,454.00	0.00	0.00	0.00		
05/15/2024	CD	20240514	5	15273	boys soccer rooms	COMFORT INN, GROVER STREET	2,734.42	0.00	0.00	0.00		
05/15/2024	CD	20240514	5	15270	High School Team Travel	Capital One	128.45	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72047	High School Team Travel	Visa	42.99	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72047	High School Team Travel	Visa	15.90	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72050	High School Team Travel	VISA	66.92	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72050	High School Team Travel	VISA	59.03	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72047	High School Team Travel	Visa	375.15	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72048	High School Team Travel	VISA	60.77	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72048	High School Team Travel	VISA	60.38	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72048	High School Team Travel	VISA	57.74	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72048	High School Team Travel	VISA	91.90	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72049	High School Team Travel	VISA	309.01	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72049	High School Team Travel	VISA	343.40	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72049	High School Team Travel	VISA	135.03	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	15275	tennis team rooms	Fairfield by Marriott	956.00	0.00	0.00	0.00		
05/15/2024	CD	20240514	5	15279	girls soccer rooms	Holiday Inn Scottsbluff	1,070.00	0.00	0.00	0.00		

Fund: 05 ACTIVITY FUND

Chart of Account Number		Chart of Account Description										
Entry Date	JR	Reference #	Check Acct	Check #	Description	Entity Name	Expenses	Revenues	Outstanding AP	Outstanding PO	Balance Change	Balance
05/15/2024	CD	20240513	5	72045	High School Team Travel	Visa	167.90	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72045	High School Team Travel	Visa	63.31	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72046	High School Team Travel	Visa	367.97	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72046	High School Team Travel	Visa	387.30	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72046	High School Team Travel	Visa	612.00	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72046	High School Team Travel	Visa	2,214.00	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72047	High School Team Travel	Visa	44.73	0.00	0.00	0.00		
05/31/2024	CD	20240525	5	15298	track rooms	Fairfield by Marriott	2,086.00	0.00	0.00	0.00		
05/31/2024	CD	5/17/24	5	15294	soccer rooms	Comfort Suites West Omaha	677.15	0.00	0.00	0.00		
05 704 1136					High School Team Travel	*Current Activity						(17,650.33)
						*Ending Balance:	17,650.33	0.00	0.00	0.00	0.00	(63,365.15)
05 704 1137					High School Gate Receipts	*Previous Balance						58,873.02
05 704 1137					High School Gate Receipts							
05 1710 1137					High School Gate Receipts							
05/01/2024	CR	0009997			Gate Deposit - SubDistrict Soccer	High School	0.00	598.00	0.00	0.00		
05/01/2024	CR	0009997			Gate Deposit - SubDistrict Soccer Finals	High School	0.00	474.00	0.00	0.00		
05/08/2024	CR	0009871			HS Gate Deposit District Soccer Finals	High School	0.00	1,226.00	0.00	0.00		
05 2900 000 001 0 137					High School Gate Receipts							
05/15/2024	CD	20240513	5	72049	High School Gate Receipts	VISA	156.47	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72046	High School Gate Receipts	Visa	561.95	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	15284	boys soccer subdistricts	NEBRASKA SCHOOL ACTIVITIES ASSOCIATION	129.65	0.00	0.00	0.00		
05/15/2024	CD	20240514	5	15284	district soccer	NEBRASKA SCHOOL ACTIVITIES ASSOCIATION	304.45	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	72045	High School Gate Receipts	Visa	49.69	0.00	0.00	0.00		
05 704 1137					High School Gate Receipts	*Current Activity						1,095.79
						*Ending Balance:	1,202.21	2,298.00	0.00	0.00	0.00	59,968.81
05 704 2200					MS FINES	*Previous Balance						3,821.73
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	3,821.73
05 704 2201					MS MISCELLANEOUS	*Previous Balance						1,503.77
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	1,503.77
05 704 2202					MS ANNUAL	*Previous Balance						24,015.25
05 704 2202					MS ANNUAL							
05 1710 2202					MS ANNUAL							
05/01/2024	CR	0009999			LMS Concessions - Sub District Finals So	High School	0.00	110.40	0.00	0.00		
05/03/2024	CR	0009398			LMS Concessions - Students	Middle School	0.00	422.50	0.00	0.00		
05/22/2024	CR	0009405			LMS Concessions - Annual	Middle School	0.00	607.00	0.00	0.00		
05 2900 000 002 0 202					MS ANNUAL							
05/15/2024	CD	ACT04444 14177306	5	15271	concessions	CASH-WA DISTRIBUTING CO.	198.20	0.00	0.00	0.00		
05/15/2024	CD	ACT04460 P14188581	5	15271	concessions	CASH-WA DISTRIBUTING CO.	86.19	0.00	0.00	0.00		
05/15/2024	CD	20240513	5	15271	COA	CASH-WA DISTRIBUTING CO.	(77.93)	0.00	0.00	0.00		

Fund: 05 ACTIVITY FUND

Chart of Account Number		Chart of Account Description				Entity Name	Expenses	Revenues	Outstanding AP	Outstanding PO	Balance Change	Balance
Entry Date	JR	Reference #	Check Acct	Check #	Description							
05/15/2024	CD	20240514	5	15270	MS Soccer	Capital One	67.20	0.00	0.00	0.00		
05/15/2024	CD	20240514	5	15270	MS Soccer	Capital One	192.55	0.00	0.00	0.00		
05 704 2248					MS Soccer	*Current Activity					1,939.80	
						*Ending Balance:	259.75	2,199.55	0.00	0.00	0.00	3,057.26
05 704 2249					MS Cross Country	*Previous Balance						2,603.51
05 704 2249					MS Cross Country							
05 1710 2249					MS Cross Country							
05/02/2024	GJ	MSXC/Soccer			Yearly Post Account Correction		0.00	(2,199.55)	0.00	0.00		
05 704 2249					MS Cross Country	*Current Activity					(2,199.55)	
						*Ending Balance:	0.00	(2,199.55)	0.00	0.00	0.00	403.96
05 704 2250					MS FOOTBALL	*Previous Balance						(3,075.10)
05 704 2250					MS FOOTBALL							
05 2900 000 002 0 250					MS FOOTBALL							
05/15/2024	CD	29500	5	15278	MS FOOTBALL	Harco Athletic Reconditioning	2,284.00	0.00	0.00	0.00		
05 704 2250					MS FOOTBALL	*Current Activity					(2,284.00)	
						*Ending Balance:	2,284.00	0.00	0.00	0.00	0.00	(5,359.10)
05 704 2251					MS VOLLEYBALL	*Previous Balance						(1,344.30)
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	(1,344.30)
05 704 2252					MS BOYS BASKETBALL	*Previous Balance						(1,250.00)
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	(1,250.00)
05 704 2253					MS WRESTLING	*Previous Balance						(2,769.42)
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	(2,769.42)
05 704 2254					MS GIRLS BASKETBALL	*Previous Balance						(1,285.00)
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	(1,285.00)
05 704 2255					MS BOYS TRACK	*Previous Balance						(765.70)
05 704 2255					MS BOYS TRACK							
05 1710 2255					MS BOYS TRACK							
05/21/2024	CR	0009404			MS Boys Track	Middle School	0.00	20.00	0.00	0.00		
05 2900 000 002 0 255					MS BOYS TRACK							
05/03/2024	CD	5/3/24	5	15263	MS BOYS TRACK	WALNUT MIDDLE SCHOOL - GRAND ISLAND	25.00	0.00	0.00	0.00		
05/14/2024	CD	4/29/24. Void Check	5	15247	MS BOYS TRACK	NORTH PLATTE HIGH SCHOOL	(62.50)	0.00	0.00	0.00		
05/15/2024	CD	5/11/24	5	15277	track meet	GOTHENBURG HIGH SCHOOL	20.00	0.00	0.00	0.00		
05/31/2024	CD	4/25/24	5	15300	Middle School track invite	GOTHENBURG HIGH SCHOOL	62.50	0.00	0.00	0.00		
05 704 2255					MS BOYS TRACK	*Current Activity					(25.00)	
						*Ending Balance:	45.00	20.00	0.00	0.00	0.00	(790.70)
05 704 2256					MS GIRLS TRACK	*Previous Balance						(187.50)
05 704 2256					MS GIRLS TRACK							
05 1710 2256					MS GIRLS TRACK							
05/14/2024	CR	0009401			LMS Track	Middle School	0.00	60.00	0.00	0.00		

Fund: 05 ACTIVITY FUND

Chart of Account Number		Chart of Account Description				Entity Name	Expenses	Revenues	Outstanding AP	Outstanding PO	Balance Change	Balance
Entry Date	JR	Reference #	Check Acct	Check #	Description							
05 704 3303		BRYAN POP				*Previous Balance						1,062.72
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	1,062.72
05 704 3304		BRYAN Popcorn				*Previous Balance						993.21
05 704 3304		BRYAN Popcorn										
05 1710 3304		BRYAN Popcorn										
05/03/2024	CR	0001849			Bryan Popcorn	Bryan Elementary School	0.00	16.00	0.00	0.00		
05 2900 000 003 0 304		BRYAN Popcorn										
05/15/2024	CD	ACT04470 5/7/24	5	15280	popcorn supplies	LEXINGTON PUBLIC SCHOOLS- GENERAL FUND	220.50	0.00	0.00	0.00		
05 704 3304		BRYAN Popcorn				*Current Activity						(204.50)
						*Ending Balance:	220.50	16.00	0.00	0.00	0.00	788.71
05 704 3305		BRYAN PE				*Previous Balance						175.33
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	175.33
05 704 3307		BRYAN Music				*Previous Balance						18.86
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	18.86
05 704 3308		WALK FOR LIFE				*Previous Balance						1,404.90
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	1,404.90
05 704 3309		CORPORATE				*Previous Balance						3,590.78
05 704 3309		CORPORATE										
05 1710 3309		CORPORATE										
05/29/2024	CR				Bryan Corp. - NE STEM Noyce Project Mini	State of Nebraska	0.00	3,200.00	0.00	0.00		
05 2900 000 003 0 309		CORPORATE										
05/15/2024	CD	20240514	5	15270	CORPORATE	Capital One	325.98	0.00	0.00	0.00		
05 704 3309		CORPORATE				*Current Activity						2,874.02
						*Ending Balance:	325.98	3,200.00	0.00	0.00	0.00	6,464.80
05 704 4401		MORTON Memorial (Sue Barnes)				*Previous Balance						821.08
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	821.08
05 704 4402		MORTON ACTIVITY				*Previous Balance						1,411.26
05 704 4402		MORTON ACTIVITY										
05 2900 000 004 0 402		MORTON ACTIVITY										
05/03/2024	CD	ACT04366 IN1418939	5	15265	cooks shirts	WorkplacePro	127.35	0.00	0.00	0.00		
05/15/2024	CD	ACT04473 5/8/24	5	15280	170.16	LEXINGTON PUBLIC SCHOOLS- GENERAL FUND	170.16	0.00	0.00	0.00		
05 704 4402		MORTON ACTIVITY				*Current Activity						(297.51)
						*Ending Balance:	297.51	0.00	0.00	0.00	0.00	1,113.75
05 704 4403		MORTON PE				*Previous Balance						60.34
05 704 4403		MORTON PE										
05 1710 4403		MORTON PE										
05/09/2024	CR				Morton PE	Morton Elementary School	0.00	250.00	0.00	0.00		

Fund: 05 ACTIVITY FUND

Chart of Account Number			Chart of Account Description			Entity Name	Expenses	Revenues	Outstanding AP	Outstanding PO	Balance Change	Balance
Entry Date	JR	Reference #	Check Acct	Check #	Description							
05/28/2024	CR	0003709			Pershing Activity T-shirts	Pershing Elementary School	0.00	2,080.00	0.00	0.00		
05 2900 000 005 0 502					PERSHING ACTIVITY							
09/07/2023	PO	ACT04271			chips	LEXINGTON PUBLIC SCHOOLS-GENERAL FUND	0.00	0.00	0.00	268.72		
02/20/2024	PO	ACT04387			field trip	University of Nebraska	0.00	0.00	0.00	842.50		
05 704 5502					PERSHING ACTIVITY	*Previous Balance						968.78
						*Ending Balance:	0.00	2,080.00	0.00	1,111.22	0.00	12,202.73
05 704 5504					STUDENT LEADERSHIP	*Previous Balance						19.30
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	19.30
05 704 5507					PERSHING KITCHEN	*Previous Balance						111.03
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	111.03
05 704 5509					PERSHING PE	*Previous Balance						(104.96)
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	(104.96)
05 704 5510					PERSHING PLAYGROUND	*Previous Balance						500.00
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	500.00
05 704 5511					PERSHING REFRESHMENTS	*Previous Balance						1,273.96
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	1,273.96
05 704 6600					SANDOZ ACTIVITY & POP	*Previous Balance						3,438.00
05 704 6600					SANDOZ ACTIVITY & POP							
05 1710 6600					SANDOZ ACTIVITY & POP							
05/09/2024	CR	0005638			Activity - Deposit from students for fie	Sandoz	0.00	743.75	0.00	0.00		
05/14/2024	CR	0005639			Sandoz \$\$ from students for bowling alle	Sandoz	0.00	129.25	0.00	0.00		
05/22/2024	CR	0005640			Sandoz \$\$ from students for bowling alle	Sandoz	0.00	191.98	0.00	0.00		
05 2900 000 006 0 600					SANDOZ ACTIVITY & POP							
05/31/2024	CD	ACT04477 5/22/24	5	15306	pizza	LITTLE CAESARS	239.60	0.00	0.00	0.00		
05/31/2024	CD	ACT04382 804	5	15305	field trip	Lincoln Childrens Zoo	1,830.00	0.00	0.00	0.00		
05 704 6600					SANDOZ ACTIVITY & POP	*Current Activity						(1,004.62)
						*Ending Balance:	2,069.60	1,064.98	0.00	0.00	0.00	2,433.38
05 704 6601					SANDOZ LIBRARY	*Previous Balance						(9.98)
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	(9.98)
05 704 6610					SANDOZ HONOR CHOIR	*Previous Balance						0.00
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	0.00
05 704 6612					SANDOZ FIELDTRIPS	*Previous Balance						0.00
						*Ending Balance:	0.00	0.00	0.00	0.00	0.00	0.00
05 704 9902					INTEREST	*Previous Balance						1,315.04
05 704 9902					INTEREST							
05 1710 9902					INTEREST							

Fund: 05 ACTIVITY FUND

Chart of Account Number		Chart of Account Description			Entity Name	Expenses	Revenues	Outstanding AP	Outstanding PO	Balance Change	Balance	
Entry Date	JR	Reference #	Check Acct	Check #	Description							
05/31/2024	CR				INTEREST	PINNACLE BANK	0.00	26.23	0.00	0.00		
05 704 9902					INTEREST	*Current Activity					26.23	
						*Ending Balance:	0.00	26.23	0.00	0.00	1,341.27	
05 704 9903					Lexington Academy	*Previous Balance					3,806.22	
05 704 9903					Lexington Academy							
05 2900 000 099 0 903					Lexington Academy							
05/15/2024	CD	20240514	5	15270	Lexington Academy	Capital One	71.14	0.00	0.00	0.00		
05 704 9903					Lexington Academy	*Current Activity					(71.14)	
						*Ending Balance:	71.14	0.00	0.00	0.00	3,735.08	
05 704 9906					Central Office Coke Machine	*Previous Balance					1,196.49	
						*Ending Balance:	0.00	0.00	0.00	0.00	1,196.49	
05 704 9908					Autism Awareness	*Previous Balance					368.88	
						*Ending Balance:	0.00	0.00	0.00	0.00	368.88	
05 704 9909					Staff Resale	*Previous Balance					28.00	
						*Ending Balance:	0.00	0.00	0.00	0.00	28.00	
Fund Total: 05							116,563.37	68,185.75	0.00	27,668.00	0.00	676,517.27

Lexington Public Schools
General Fund Summary Report

General Fund	General Fund Expenditures	23/24 Budget	Expended During Month	Spent YTD 23/24	Spent YTD 22/23	Percent of previous year	Balance remaining	Percent Remaining	YTD Percent (Over)/Under Budget
1100	Regular Instruction	\$18,806,514	\$1,706,848	\$14,961,517	\$13,905,049	107.60%	\$3,844,997	20.45%	-4.55%
1200	Special Education Programs	\$5,349,765	\$424,015	\$4,170,693	\$4,099,256	101.74%	\$1,179,072	22.04%	-2.96%
2230	Instruction-Related Technology	\$1,529,194	\$83,398	\$864,220	\$933,827	92.55%	\$664,974	43.49%	18.49%
1300	Summer School	\$675,978	\$15,374	\$17,315	\$15,391	112.50%	\$658,663	97.44%	72.44%
1101	Activities	\$1,062,285	\$112,235	\$933,178	\$867,900	107.52%	\$129,107	12.15%	-12.85%
2120	Attendance & Guidance Services	\$1,255,577	\$93,669	\$828,768	\$798,802	103.75%	\$426,809	33.99%	8.99%
2130	Health Services	\$455,295	\$43,097	\$341,066	\$331,438	102.90%	\$114,229	25.09%	0.09%
2200	Staff Support	\$1,268,847	\$86,325	\$777,823	\$868,210	89.59%	\$491,024	38.70%	13.70%
2300	General Administration	\$450,131	\$35,421	\$342,119	\$308,000	111.08%	\$108,012	24.00%	-1.00%
2400	Office of the Principal	\$1,602,766	\$138,614	\$1,288,473	\$1,249,579	103.11%	\$314,293	19.61%	-5.39%
2500	Fiscal & Personnel Services	\$730,920	\$80,086	\$502,148	\$463,586	108.32%	\$228,772	31.30%	6.30%
2600	Buildings, Grounds & Equipment	\$4,272,854	\$281,494	\$2,906,414	\$3,455,365	84.11%	\$1,366,440	31.98%	6.98%
2700	Pupil Transportation	\$736,949	\$94,007	\$690,974	\$678,705	101.81%	\$45,975	6.24%	-18.76%
3000	State & Other Categorical Programs	\$396,568	\$24,888	\$243,066	\$247,883	98.06%	\$153,502	38.71%	13.71%
6000	Federal Programs	\$4,572,096	\$359,971	\$3,026,755	\$3,729,291	81.16%	\$1,545,341	33.80%	8.80%
8000	Transfers to Other Funds	\$1,250,000	\$0	\$0	\$0	N/A	\$1,250,000	100.00%	75.00%
9000	Miscellaneous	\$0	\$287.44	\$3,214	\$2,407	133.56%	(\$3,214)	N/A	N/A
	Total Expenditures	\$44,415,739	\$3,579,729	\$31,897,743	\$31,954,687	99.82%	\$12,517,996	28.18%	3.18%

-\$56,944

General Fund	General Fund Revenues	23/24 Budget	Revenue During Month	Received YTD 23/24	Received YTD 22/23	Percent of previous year	Balance remaining	Percent Remaining	YTD Percent (Over)/Under Budget
1000	Local Receipts	\$11,853,519	\$3,273,841	\$7,652,539	\$7,898,756	96.88%	\$4,200,980	35.44%	10.44%
2000	County and ESU Receipts	\$296,780	\$3,343	\$101,298	\$120,260	84.23%	\$195,482	65.87%	40.87%
3000	State Receipts	\$25,308,650	\$3,265,629	\$25,715,051	\$24,988,439	102.91%	-\$406,401	-1.61%	-26.61%
	Subtotal State & Local Receipts	\$37,458,949	\$6,542,813	\$33,468,888	\$33,007,455	101.40%	\$3,990,061	10.65%	-14.35%
4000	Federal Receipts	\$6,945,509	\$101,979	\$5,011,232	\$4,227,913	118.53%	\$1,934,277	27.85%	2.85%
5000-9000	Non-Revenue Receipts	\$11,281	\$182	\$4,182	\$3,016	138.63%	\$7,099	62.93%	
	Total Revenue	\$44,415,739	\$6,644,974	\$38,484,302	\$37,238,385	103.35%	\$5,931,437	13.35%	-11.65%

NET Revenues/Expenditures

\$0 \$3,065,244 \$6,586,559 \$5,283,698

14.83%

Cash Flow Report

Regular; Processing Month 5/2024

Fund	Cash Flow Beginning Cash	Cash Flow Revenues	Cash Flow Expenses	Cash Flow Ending Cash
GENERAL FUND	8,243,027.36	6,644,973.82	(3,579,729.35)	11,307,896.57
DEPRECIATION	888,576.93	0.00	(31,701.73)	856,875.20
EMPLOYEE BENEFIT	44,838.07	78.18	0.00	44,916.25
ACTIVITY FUND	752,562.89	68,185.75	(116,563.37)	704,185.27
SCHOOL LUNCH	1,265,499.70	254,104.96	(332,742.87)	1,186,826.96
SPECIAL BUILDING	(561,219.33)	193,404.06	0.00	(367,815.27)
COOPERATIVE FUND	550,123.32	22,338.00	(5,119.00)	567,342.32
GENERAL FUND-Restricted	6,087,409.00	0.00	0.00	6,087,409.00
Grand Total:	17,270,817.94	7,183,084.77	(4,065,856.32)	20,387,636.30

General Fund Cash Balances

Month-Year	Receipts	Expenditures	Cash Balance	Cash Balance/Avg. Monthly Expenditure
September-23	\$2,538,212.97	(\$3,469,825.16)	\$7,019,119.52	2.0
October-23	\$2,786,330.19	(\$3,686,100.40)	\$8,977,798.46	2.5
November-23	\$2,730,087.38	(\$3,509,327.33)	\$8,198,558.51	2.3
December-23	\$4,721,444.25	(\$3,486,514.26)	\$9,432,877.44	2.7
January-24	\$5,798,478.41	(\$3,674,330.69)	\$11,557,587.14	3.2
February-24	\$3,711,849.08	(\$3,391,176.67)	\$11,878,259.55	3.4
March-24	\$4,340,369.55	(\$3,466,782.67)	\$12,751,542.49	3.6
April-24	\$5,212,556.48	(\$3,526,806.29)	\$14,330,436.36	4.1
May-24	\$6,644,973.82	(\$3,579,729.35)	\$17,395,305.57	4.9
June-24				
July-24				
August-24				
Monthly Average:	\$4,276,033.57	(\$3,532,288.09)	\$11,282,387.23	3.2

TEACHER'S CONTRACT

THIS CONTRACT is made by and between the Board of Education of Dawson County School District No. 24-0001, commonly known as Lexington Public Schools and referred to herein as the "Board" and "District" respectively, and **Emily Dellevoet**, a legally qualified teacher, referred to herein as the "Teacher".

WITNESSETH: The Board agrees to employ Teacher above named in the schools of the District for a school year, which shall begin on or about August 12, 2024, and conclude on or about May 23, 2025. Teacher accepts such employment at a salary based upon placement on step 1 of column BA of the salary schedule.

FIRST: Teacher's salary shall be payable in 12 equal installments. The first installment shall be payable on the 20th day of September, 2024, and the remaining installments shall be payable on the 20th day of each month thereafter.

SECOND: Teacher will abide by the District's and Administration's policies, rules, regulations and directives and all state and federal statutes, rules, and regulations. Teacher's duties are subject to assignment by the Administration. Teacher agrees to devote full time during days of school to his/her position in all respects and to perform the assigned duties diligently and faithfully to the best of his/her professional ability.

THIRD: In addition to the teaching duties set forth herein, Teacher may be assigned such "extra duty" assignments which shall be for such compensation as may be agreed upon by the District and Teacher or by Teacher's duly authorized bargaining agent.

FOURTH: A majority of the Board members may cancel or amend this contract during its term members for any of the following reasons: (a) cancellation, termination, revocation or suspension of Teacher's certificate by the State Board of Education; (b) a breach of any material provision of this contract; (c) any reason set forth in this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality; (i) physical or mental incapacity; (j) any conduct that interferes substantially with the teacher's continued performance of duties; (k) any arrest, criminal charge, or criminal conviction of Teacher or the failure to report the same; (l) any filing against the Teacher under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (m) knowingly falsifying school district records or documents; (n) misrepresentation of fact to the district and its personnel in the conduct of the district's official business; (o) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (p) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the district except as prescribed by a physician. Cancellation or amendment under this contract shall be governed by applicable provisions of Nebraska statute.

FIFTH: Upon termination of this contract for just cause, or upon Teacher's release from this contract, the compensation paid or to be paid hereunder shall be an amount that bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to the number of days of service in the contract year. Teacher shall refund any unearned fractional portion of an installment paid but not earned prior to termination of the contract.

SIXTH: Upon termination of this contract for any reason, Teacher shall immediately return all District property to the District.

SEVENTH: There shall be no penalty for release or resignation by the Teacher from this contract, provided no resignation shall become effective until the close of the school year unless it is accepted by the Board, which shall fix the time that the resignation is to take effect.

EIGHTH: This contract shall conform to the regulations governing deductions from the above-stated compensation with reference to withholding tax, social security and Teacher's retirement. Teacher authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by Teacher or the value of property or money entrusted to Teacher or owed by Teacher to the District during the course of or as a result of Teacher's employment, if such property or money have not properly been returned to the District. Other deductions may be withheld as agreed to by the parties to this contract.

NINTH: Teacher affirms that he/she is not under contract with another school board or board of education within this state covering a part or all of the same time of performance as is contemplated by this agreement. Teacher affirms that he/she holds or will hold a valid Nebraska Teaching Certificate at the beginning of the term of this contract. This contract is not valid until said certificate is registered in the office of the Superintendent of Schools, and Teacher shall not be compensated for any services performed prior to the date of the registration.

TENTH: Teacher shall report to the District within 24 hours any arrest, criminal charge, or criminal conviction of Teacher. Teacher shall report to the District within 24 hours any filing against the Teacher under section 43-247 of the Nebraska statutes or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect.

ELEVENTH: The compensation set forth in this agreement shall be subject to such adjustments as the Board and Teacher or Teacher's duly authorized bargaining agent may agree upon from time to time. Teacher authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Teacher or the value of property or money entrusted to the Teacher or owed by the Teacher to the District during the course of the Teacher's employment, if such property or money has not properly been returned to the District.

TWELFTH: Teacher's failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of Education of the District on or before June 5, 2024, shall constitute a rejection of this offer of employment.

THIRTEENTH: Other Contract Terms:

Executed 5/15/2024 _____.

DocuSigned by:
Emily Dellenoet
Teacher 45DB4C1...

Executed _____.

Board President

Attest:

Board Secretary

Beverage Agreement

Lexington Public Schools

Coca-Cola/Dr Pepper Company

Length of Agreement

This agreement is between Lexington Public Schools (LPS) and Coca-Cola/Dr Pepper Company of Kearney. The term of this agreement shall be for a period of ten (10) years. This agreement shall begin August 1, 2024 and terminate on July 31, 2034.

Vending Equipment

All coin operated vending machines in the Lexington Public Schools shall be full service and operated by Coca-Cola. All machines that kids have access to will carry only approved products in accordance with the Federal guidelines and Lexington Public Schools Wellness policy specifications. All teachers' lounge will be 12 oz can machines. All machine stocking, maintenance, accounting, repair, and the paying of sales tax will be the sole liability and responsibility of Coca-Cola.

The vending machines shall be the property of Coca-Cola. Except as provided in this agreement, the Lexington Public Schools shall have no duty, obligation, or responsibility to protect, maintain, repair, or otherwise care for any of the vending machines; provided, however, Lexington Public Schools shall use reasonable care as it deems appropriate in its sole and absolute discretion to reduce the risk of loss from theft and vandalism to any vending machine while such equipment is located on any property of Lexington Public Schools. Except as stated herein, Coca-Cola releases Lexington Public Schools from liability and Coca-Cola is responsible for and assumes all risk of loss, including but not limited to, theft, vandalism, damage, destruction of and goods, merchandise, fixtures, equipment, or other property of Coca-Cola that has been kept, stored, or located in a vending location on Lexington Public Schools property. Coca-Cola warrants that all vending machines provided shall be new or like new and state of the art and shall keep the same in good condition and repair.

Non-Vending Equipment

Coca-Cola shall provide all equipment necessary to cool and distribute non-vended products for sale in all concessions and special events. The number of units will be decided by mutual agreement between Coca-Cola and Lexington Public Schools. Coca-Cola warrants that all units provided shall be new or like new and state of the art and shall keep the same in good condition and repair. All concessions will be 20oz bottles unless previous arrangements are made directly with Coca-Cola by user groups.

Contract Funding

- Funding for the agreement will be based on 24 count 20 oz case sales for each contract year. Coca-Cola will make annual payments at the rate of three dollars (\$3.00) per case for all 20oz purchased by Lexington Public Schools concessions. Payments will be made in August of each year upon written or e-mail request from Lexington Public Schools.
- Coca-Cola will provide sideline athletic equipment valued up to Five Hundred Dollars (\$500.00) per year of the contract.
- Coca-Cola will provide up to 10 cases of 1/2-Liter bottled water for the Booster Golf Tournament.
- Coca-Cola agrees to fund a scholarship in the amount of Five hundred dollars (\$500.00) per year to be used to award a Lexington High School senior student. Lexington High School will set up the criteria for the scholarship.
- Coca-Cola agrees to purchase an advertisement in the Lexington High School yearbook.
- Coca-Cola will provide classroom calendars annually.
- Coca-Cola will provide drinks for the annual Taco and Torra Feed fund raiser.
- Coca-Cola will provide up to 8 tanks of premix for a hospitality area for 1 wrestling tournament & 1 Track meet as long as Coca-Cola carries premix. If Coca-Cola, no longer carries premix LPS will have the option of using 10 cases of product in its place.

Lexington Public Schools Obligations

During the term of this agreement Lexington Public Schools will have the following obligations:

- Inform all organizations associated with Lexington Public Schools and all outside users of Lexington Public Schools' properties of Coca-Cola's exclusive beverage rights.
- Sideline equipment used by LPS teams during LPS athletic events shall be Powerade or Body Armor identified, LPS identified, or generic. There shall be no competitive advertising on said equipment.
- Adequate service utilities, including wiring, plumbing, venting and floor space for machine placement.

Supplier Rights

During the term of this agreement and solely as to full-service vending products and non-vended products for sale in all concessions and special events, as herein before described, Coca-Cola will have exclusive beverage rights for the following categories:

- Carbonated beverages
- Non-carbonated
- Fruit juices, fruit punches, and fruit drinks
- Isotonic beverages
- Water, Enhanced and flavored water.
- Energy drinks

Beverage rights apply to all Lexington Public Schools facilities, all events on Lexington Public Schools property, and all user groups associated with Lexington Public Schools. All products will be purchased directly from Coca-Cola unless previous arrangements have been made between Coca-Cola and the individual groups.

Students have access to vending machines at all times in secondary schools, subject to federal lunch program regulations and Lexington Public

Pricing

All beverage pricing will be frozen for each school year. Commencing at the beginning of the 2024-2025 school year. Future price increases will be limited to a maximum of up to five percent (5%) per year from previous year's pricing. LPS will have the option of purchasing 20 oz bottled water for fourteen dollars and forty cents (\$14.40) per case. There will be no funding rebate for any water purchased at the reduced price.

Reporting

Coca-Cola will make available to LPS account case sales, by package, for each concessions account.

Lexington Public Schools

David Roemer

Coca-Cola/Dr Pepper Company

Date


5/15/24

Date

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION
COOPERATIVE PROGRAM AGREEMENT
SCHOOL YEAR 2024-2025

Cooperative Program Name: ESU 10 Orientation & Mobility (O&M)

Part V:

NAME OF ADMINISTRATIVE AGENCY:	Educational Service Unit 10	School District or ESU ESU Number 950010
Address:	P.O. Box 850 Kearney, NE 68848	
Phone:	308-237-5927	
Name / Title of Administrative Agency Representative: Dr. Melissa Wheelock, Administrator		
Name / Title of Contact Person: Jean Anderson, Special Education Director		
Address:	Same	
Phone:	Same	
Signature:	 Administrative Agency	Date: 06 / 03 / 2024

Part VI:

Cooperative Program Participant:	Lexington Public Schools	School District or ESU Number: 24-0001
Address:	300 South Weashington St., PO Box 890 Lexington, NE 68850-0890	
Phone:	308-324-4681	
Name / Title of Cooperative Program Participant Representative: Dr. John Hakonson, Superintendent		
Name / Title of Contact Person: Same		
Address:	Same	
Phone:	Same	
Signature:	_____ Cooperative Program Participant Representative	Date: _____

Schedule A

EDUCATIONAL SERVICE UNIT 10 BUDGET FORM
2024-2025
Agency Code--950010

District Name: Lexington Public Schools

Contracted Reimbursable School Age Services

	NDE Service Code	2023-24 Percent Per District	2024-25 Percent Per District
Orientation & Mobility - Secondary	4048	-	0.0882
Orientation & Mobility - Elementary		-	0.0588

Contracted Nonreimbursable Preschool Services

		2023-24 Percent Per District	2024-25 Percent Per District
Orientation & Mobility - 3 - 4	4048	-	-
Orientation & Mobility - Birth - 2		-	-

signature of authorized school representative

**Lexington Community Facilities Agency, Lexington Public Schools
and Lexington Recreation Management Company, LLC
Operations Plan Agreement**

This Agreement (“Agreement”) is made and entered into by and between the Lexington Community Facilities (“Agency”), Dawson County School District No. 24-0001, commonly known as Lexington Public Schools (“School District”), and Lexington Recreation Management Company, LLC, a Nebraska limited liability company (“Manager”).

Recitals:

WHEREAS, the School District and City of Lexington, Nebraska (“City”) created a separate joint entity called the Agency through the approval of the Interlocal Cooperation Act Agreement creating the Lexington Community Facilities Agency (“Agency Agreement”) on April 25, 1995;

WHEREAS, the Agency, School District, and City entered into a Construction Management and Lease Agreement for the Lexington Middle School Facility (hereinafter “Facility”) located at 1100 N. Washington Street, Lexington, NE on February 14, 2012 (amended February 26, 2013), and said Construction, Management, and Lease Agreement provides for a separate written agreement between the Agency, School District, and a third party for the management, use, maintenance, repair, insurance, and utilities of the Facility;

WHEREAS, the Agency, School District, and Manager entered into a Management and Joint Use Agreement (“Management and Joint Use Agreement”) for the Facility on February 12, 2013, and said Management and Joint Use agreement provides for the adoption of plan for operation of the Facility and budget for the maintenance, repair, insurance, services, utilities, grounds upkeep, snow removal, and all other expenses required for the operation of the Facility prior to July 1 of each year.

WHEREAS, the Management and Joint Use Agreement contemplated Manager contracting with a 3rd Party Agent to manage the Recreation Facility and Manager having contracted with The Young Men’s Christian Association of the Prairie, Inc. (“YMCA”) to manage the Recreation Facility.

WHEREAS, Neb. Rev. Stat. §79-748 encourages schools to develop public-private partnerships and the parties desire to construct, provide, maintain, and operate shared facilities;

WHEREAS, the parties believe it is in the best interest of the community as a whole to jointly use these facilities;

NOW, THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. **Ratification.** The Parties hereto acknowledge each of the foregoing recitations and adopt the same as material parts of this Agreement.
2. **Term.** This Agreement shall be for the period commencing August 1, 2024 through July 31, 2025.
3. **Purpose.** The Parties enter into this Agreement to adopt a budget for Operating Fees as required by the Management and Joint Use Agreement and to maintain and operate the Facility.
4. **Administration.** This agreement shall be administered by members of the Agency, School District, and the Manager as provided in the Management and Joint Use Agreement.
5. **School District’s Duties and Manager’s Duties.** As authorized or required by the Management and Joint Use Agreement, the School District and Manager shall perform the duties as listed in **Exhibit A**.
6. **Operations Fee.** In consideration of the performance by the School District of its obligations under this Agreement and as described in Exhibit A, the Manager shall pay the School District a Facilities Operations Fee in accordance with the Fee Schedule attached hereto as **Exhibit B**.

Monthly payments shall be due on or before the 15th of each month. Payments not received by the 25th of each month shall be considered late and shall accrue simple interest at the rate of 12% per annum, and shall continue until paid by the Manager. Interest may be waived by written approval of the School District.

- 7. Emergency Expenditures.** An emergency is an unforeseen combination of circumstances or the resulting state that requires immediate action to protect or preserve the Facility, Facility personnel, or public health and safety. The School District shall take such actions as it reasonably believes are necessary in an emergency. If, in the reasonable judgment of the School District, the emergency requires the School District to incur costs prior to obtaining written approval from the Manager, the School District shall notify the Manager of the emergency as promptly as practicable with due regard to the emergency.
- 8. Availability of Information.** The Parties shall make available to each other, for inspection and copying during business hours, all books, records, plans and other information relating to any calculation or determination to be made under this Agreement.
- 9. Termination.**
 - A.** In the event of the occurrence of any of the following, this Agreement shall terminate and the Agency, School District, and Manager shall immediately without notice of other action by it, be entitled to any remedies provided by law:
 - i.** The filing of a petition by or against the Manager for adjudication of the of the Manager as bankrupt under the federal Bankruptcy Act as now or hereafter amended or supplemented, or for the reorganization of the Manager within the meaning of Chapter XI or the Bankruptcy Act or the filing of any petition by or against the Manager under any future Bankruptcy Act for the same or similar relief;
 - ii.** The dissolution or liquidation of the Manager, or for the appointing of a receiver or trustee of a substantial portion of the property of the Manager, whether instituted by or against the Manager;
 - iii.** The taking of possession of the property of the Manager by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the Manager; or
 - iv.** The making by the Manager of an assignment for the benefit of its creditors.
 - B.** This Agreement shall continue in effect as provided herein until the occurrence of one or more of the following events:
 - i.** The agreement is terminated if the terms and conditions become illegal or null and void by act of the Legislature of the State of Nebraska or final decision of a court of competent jurisdiction.
 - ii.** The Agreement is terminated by any party upon a material breach of another party's duties and obligations set forth in this Agreement, and after written notice of such breach and failure to cure said material breach within three (3) months of such notice.
 - C.** Upon termination of the Agreement for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the total payment specified as the number of months or fraction thereof to the date of such termination bears to the twelve months in the annual budget period in which termination occurs. Any portion of the payment made, but not earned, prior to the date of termination of the Agreement shall be refunded by the School District.

SCHOOL DISTRICT: Lexington Public Schools
Attn: Superintendent
300 S. Washington Street
P.O. Box 890
Lexington, NE 68850

AGENCY: Lexington Community Facilities Agency
Attn: Chairperson
300 S. Washington Street
P.O. Box 890
Lexington, NE 68850

- 16. Severability.** In the event any provision of this Agreement is determined to be invalid or unenforceable for any reason, such determination shall not affect the remainder of this Agreement.
- 17. Applicable Law.** This Agreement shall be governed by the laws of the State of Nebraska.
- 18. Exhibits.** The provisions of the following exhibits attached hereto are incorporated by reference herein:
Exhibit A: School District's Duties and Manager's Duties
Exhibit B: Fee Schedule
- 19. Amendments.** Any amendments to this Agreement must be written and approved by all parties.
- 20. Entirety.** This Agreement constitutes the entire Agreement between the parties, and any other agreements between the parties, unless reduced to writing and executed by the parties, shall be null and void.
- 21. Binder.** This Agreement shall be binding upon the successors and legal representatives of the parties hereto.

[SIGNATURE PAGES TO FOLLOW]

Executed and delivered this ____ day of _____, 2024

“MANAGER”

LEXINGTON RECREATION MANAGEMENT COMPANY, LLC

A Nebraska limited liability company

By: _____

Title: Manager

“SCHOOL DISTRICT”

**DAWSON COUNTY SCHOOL DISTRICT NO. 24-0001, commonly known
as LEXINGTON PUBLIC SCHOOLS**

By: _____

Title: President, Board of Education

“AGENCY”

LEXINGTON COMMUNITY FACILITIES AGENCY

By: _____

Title: Chairperson, Agency Board

Exhibit A
School District's Duties and Manager's Duties

School District Duties. The School District shall provide or shall be responsible for contracting for the following goods or services as related to the Facility. Manager shall reimburse School District for allocated portion of these services as determined in **Exhibit B: Budget**.

- Utilities including gas, electrical, water, sewer, sanitation, and waste removal
- Property Insurance
- General cleaning of the indoor Facility
- Outdoor grounds upkeep including snow removal on parking lots and sidewalks, trash pick-up, landscaping, mowing and watering of greenspace and vegetation
- General Information Technology service
- Facility scheduling software and supplies
- General maintenance including plumbing, electrical, heating and air, and other routine upkeep and maintenance
- Major maintenance items including floor refinishing, flooring replacement, HVAC replacement, roof replacement and other major equipment replacement
- Security system and surveillance
- Consumables including toilet paper, paper towels, facial tissue, trash bags, hand soap and other general cleaning supplies
- Fire and sprinkler inspection

Manager's Duties. The Manager shall provide or shall be responsible for contracting for the following goods or services as related to the Facility:

- Liability and Worker's Compensation Insurance
- Elevator Service and Inspection
- Internet and phone service
- Fitness Equipment
- Fitness Equipment maintenance and repair
- Rug and rag cleaning and delivery service
- Specialized cleaning requests not part of the general cleaning schedule
- Specialized outdoor grounds requests not part of the general outdoor grounds plan
- Specialized information technology services
- Office supplies including copy and print services
- Improvements and alterations to the Facility specific to the Manager

Exhibit B: Fee Schedule				
Utilities	33,210	sq. ft. @	\$1.34	/sq. ft. \$44,501
Property Insurance	4,976,000	\$	\$0.0012	/\$ value \$5,971
Cleaning	33,210	sq. ft. @	\$1.66251129	/sq. ft. \$55,212
Technology Service	0	hours	\$25.00	/hour \$0
Maintenance Calls	40	hours	\$30.00	/hour \$1,200
Rug Service	0	months	\$0.00	/month \$0
Floor Refinishing	1	annual	\$2,052.00	/occurrence \$2,052
Consumable Orders	12	months	\$225.00	/month \$2,700
Fire Sprinkler Inspection	1	annual	\$340.00	/year \$340
Snow Removal	2	annual	\$125.00	/occurrence \$250
Green Space Maintenance	1	annual	\$0.00	/year \$0
Flooring Depreciation	1	annual	(33,210*\$3.50)/20 year life \$5,812	
Roofing Depreciation	1	annual	(33,210*\$5.50)/20 year life \$9,133	
HVAC Depreciation	1	annual	(\$200,000*38%)/20 year life \$3,800	
Tools/Major Equipment Depreciation	33,210	sq. ft. @	\$0.075	/sq. ft. \$2,491
				Annual Fee \$133,462
			Year 10	Monthly Payment \$11,122

Fee Schedule History

Year 1**	2014-2015	\$116,134
Year 2	2015-2016	\$119,601
Year 3	2016-2017	\$120,371
Year 4	2017-2018	\$122,237
Year 5	2018-2019	\$118,830
Year 6	2019-2020	\$118,970
Year 7	2020-2021	\$118,985
Year 8	2021-2022	\$119,285
Year 9	2022-2023	\$129,557
Year 10	2023-2024	\$134,031

**Year 1 Fee was prorated for mid-October opening, actual fee \$88,317.81

*** Year 10 fee incorporates 1,800 additional square feet for the YMCA Learning Center.

Customer Ad Proof

118-60121596 LEXINGTON PUBLIC SCHOOLS

Order Nbr 1220379

Publication Lexington Clipper-Herald

Contact LEXINGTON PUBLIC SCHOOLS

Address 1 PO BOX 890

Address 2

City St Zip LEXINGTON NE 68850

Phone 3083244681

Fax 3083242528

Section Class Legals

SubSection

Category 0099 LEGALS

Ad Key 1220379-1

Keywords RFP Floor Coverings

Notes

Ad Proof

PO Number

Rate LCH CL Legal

Order Price 29.60

Amount Paid 0.00

Amount Due 29.60

Start/End Dates 05/25/2024 - 05/25/2024

Insertions 1

Size 74

Salesperson(s) Kylee Hill

Taken By Shelly Greeley -MUN

INVITATION TO BID

1. **PROJECT INFORMATION.** Lexington Public Schools is requesting bids from qualified individuals or entities for the removal of existing and installation of new floor coverings at Lexington High School.

2. **BID SUBMISSION AND OPENING.** Five copies of the bid shall be addressed and delivered in a sealed envelope to Lexington Public Schools, Attn: Superintendent, 300 S Washington St, Lexington, NE 68850. Bids will be received until June 6, 2024 at 3:00 p.m., at which time they will be opened publicly and simultaneously in the presence of bidders and/or their representatives in the Office of the Superintendent of Schools. Any bid received after the deadline will not be opened or considered, and will be returned to the bidder.

3. **AWARDING OF BID.** The bid will be awarded to the lowest responsible, responsive bidder. The winning bid shall be announced by the Board of Education at its meeting to be held on June 10, 2024, or at such other meeting determined by the Board.

4. **DAVIS-BACON.** The parties shall comply with the Davis-Bacon Act and other applicable federal requirements. Contractors and their subcontractors are to pay laborers and mechanics employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character as determined by the U.S. Secretary of Labor.

5. **INQUIRIES AND BID INSTRUCTIONS.** Requests for full bid instructions and all questions, inquiries, or requests for clarification or site inspection should be submitted in writing to Bo Berry at bo.berry@lexschools.org. May 25, 2024 ZNEZ

AGREEMENT FOR THE CARPETING PROJECT

THIS AGREEMENT is entered into by and between **Dawson County School District 24-0001**, also known as **Lexington Public Schools** ("District"), and **Byrnes Floorcovering, Inc.** ("Contractor").

In consideration of mutual covenants, the parties agree as follows:

1. **Scope of the Contract.** The Contractor shall provide to the District the goods and/or services as defined in **Exhibit A** which is attached hereto and incorporated herein by this reference.
2. **Payment Terms/Payment Schedule.** The District shall pay for services rendered and for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference.
3. **Time.**
 - A. **Contract Time Defined.** The "Contract Time" shall commence on the date of this Agreement and shall end with respect to all work under this Agreement **August 9, 2024.**
 - B. **Time of the Essence.** Contractor acknowledges that time is of the essence under this Agreement and agrees to timely perform its obligations and cause any subcontractors and materialmen to timely perform so that the Scope of the Contract may be completed within the Contract Time. By executing this Agreement, Contractor confirms the Contract Time constitutes reasonable time periods to complete the Scope of the Contract. Contractor acknowledges that the District will suffer financial loss if the Project is not completed by the Contract Time and also recognizes the delays, expenses and difficulties involved in proving actual loss suffered by the District if the Scope of the Contract is not completed by the Contract Time. Accordingly, instead of requiring such proof, District and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay District \$500 for each day that expires after the date set forth in Section 3.A and defined as the Contract Time until the Scope of the Contract is completed in accordance with this Agreement. The District may deduct liquidated damages from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at a rate equal to the lower of the Treasury Bill Rate or the highest lawful rate of interest payable by the Contractor.
 - C. **Extensions.** An extension of time for any delay shall be granted only upon written consent by District after a written claim is made by Contractor to District within 72 hours after the occurrence causing such delay. Except for the suspension by District for convenience, Contractor shall not be entitled to any increase in the price or to damages or additional compensation as a consequence of such delay.
4. **District's Representative.** Following is the District's representative who is authorized to act on the District's behalf with respect to the project and this Agreement:

John Hakonson, Superintendent
Lexington Public Schools
300 S Washington St.
Lexington, NE 68850
(308) 324-1201
john.hakonson@lexschools.org

- 5. Contractor's Representative.** Following is the Contractor's representative who is authorized to act on the Contractor's behalf with respect to the project and this Agreement:

Name: MICHAEL J. BYRNS
Company: BYRNS FLOORCOVERING AND INSTALLATION
Address: 313 SMITH AVENEUE ELWOOD NE, 68937
Address: _____
Phone: 308-785-2402
Email: byrnspfloorcovering@gmail.com

- 6. Governing Law; Designation of Forum.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Dawson County, Nebraska.

7. Termination.

- A. The District may terminate this Agreement in whole or part if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The District shall notify the Contractor as soon as practicable if funds to meet the District's obligations become unavailable. The determination of the District as to the insufficiency of funds is conclusive.
- B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the nondefaulting party may authorize in writing.
- C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- D. The District may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:
- (1) Insolvent;
 - (2) Makes a general assignment for the benefit of creditors;
 - (3) Files a voluntary petition of bankruptcy;
 - (4) Suffers or permits the appointment of a receiver for its business or assets;

- (5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
 - (6) Has wound up or liquidated, voluntarily or otherwise.
- E. The District may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.
 - F. The parties may terminate this Agreement without cause by mutual written consent.
 - G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the District all papers, materials and other property of the District then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the District.

8. Indemnification.

- A. The Contractor hereby waives and agrees to indemnify and save harmless the District and its officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.
- B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.
- C. If any judgment shall be rendered against the District in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.
- D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.
- E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.

9. Insurance. Contractor shall secure and keep in force during the term of this Agreement the following insurance coverages from insurance companies or government self-insurance pools authorized to do business in Nebraska:

- A. Commercial general liability, including premises or operations, contractual, products or completed operations coverages (if applicable), and personal and advertising injury with minimum liability limits of \$1,000,000 per occurrence and \$5,000,000 in the aggregate.
- B. Business automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$1,000,000 per occurrence and \$5,000,000 in the aggregate.

- C. Employers' Liability, including bodily injury by accident or disease (policy limit and each employee) with minimum liability amounts of \$1,000,000 per occurrence and \$5,000,000 in the aggregate.
- D. Workers compensation coverage meeting all statutory requirements.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or other similar obligation under the policies shall be the sole responsibility of the Contractor. The amount of any deductible is subject to approval by the District.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage Less than an "A-" rating must be approved by the District. The policies shall be in form and terms approved by the District.
- 3) The insurance required in this agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned District representative.
- 4) The Contractor shall furnish a certificate of insurance to the undersigned District representative prior to commencement of this Agreement.
- 5) Failure to provide insurance as required in this agreement is a material breach of contract entitling the District to terminate this Agreement immediately.

10. Contractor Bonds. To secure the faithful performance of the Work and to satisfy all of Contractor's payment obligations arising hereunder, Contractor shall provide a payment bond in an amount not less than 100% of the Contract Sum through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract. The Contractor shall provide a performance bond in an amount not less than 100% of the Contract Sum through a corporate surety company.

11. Public Records. The Contractor acknowledges that the District must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

12. Publicity. The District does not endorse the goods or services of the Contractor. Except for listing the District as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of the District.

13. Drug/Alcohol/Tobacco/Weapons Free Workplace. The Contractor and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. The Contractor and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. The Contractor and all subcontractors, if any, also shall

adhere to all District's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The District may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.

- 14. Nondiscrimination.** The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
- 15. Independent Contractor.** Contractor is an independent contractor under this contract and is not a District employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
- 16. Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
- 17. Fair Labor Standards.** Pursuant to NEB. REV. STAT. § 73-102, Contractor certifies that it is complying with, and will continue complying with, fair labor standards in the pursuit of its business and in the execution of this Agreement. For the purposes of this section, fair labor standards means a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the same business or field of endeavor as the Contractor.
- 18. Unemployment Compensation.** The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of the Contract as required by NEB. REV. STAT. § 48-657.
- 19. Injury or Damage.** If any party or person suffers physical injury or property damage which arises from or relates to the performance of the Work, any party which knows of such injury or damage shall immediately give written notice of such injury or damage to all other parties. The notice shall provide sufficient detail to enable the other parties to investigate the matter.
- 20. Sales Tax.** The District is exempt from sales tax and shall not pay any sales tax under this Agreement. The District will provide the Contractor with applicable sales tax exemption certificates upon written request.
- 21. Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return

receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

District: Lexington Public Schools
Attn: Superintendent
300 S Washington St.
Lexington, NE 68850

With copy to:

Steve Williams, Legal Counsel
KSB School Law, PC, LLO
Cornhusker Plaza
301 South 13th Street, Suite 210
Lincoln, NE 68508

Contractor: MIKE BYRNS, BYRNS FLOOR COVERING AND INSTALLATION
Attn:MIKE BYRNS
313 SMITH AVENUE
ELWOOD, NE 68937

Notice is effective only if the party giving the Notice has complied with this section.

22. **Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
23. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of this Agreement (including any amendments accepted by both the District and the Contractor attached hereto), the ITB (including any subsequent addenda) (Exhibit C), and Contractor's Bid (Exhibit D), any inconsistency or conflict shall be resolved as follows:
 - A. First, by giving preference to the specific provisions of this Agreement, any accepted amendments, Exhibit A and Exhibit B;
 - B. Second, by giving preference to the specific provisions of the ITB, Exhibit C;
 - C. Third, by giving preference to the specific provisions of Contractor's Bid, Exhibit D, except that objections or amendments by a Contractor that have not been explicitly accepted by the District in writing shall not be included in this Agreement and shall be given no weight or consideration.
24. **Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.
25. **Waivers.**

- A. The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced.
 - B. No failure or delay:
 - (1) In exercising any right or remedy, **or**
 - (2) In requiring the satisfaction of any condition under this Agreement, **and**
 - (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition.
 - C. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.
- 26. Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.
- 27. Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.
- 28. Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the District, such failure or delay is cause by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.
- 29. Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the District.
- 30. Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the District.
- 31. Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the signatories.

- 32. Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.
- 33. Rights and Remedies Cumulative.** Any enumeration of the District's rights and remedies set forth in this Agreement is not exhaustive. The District's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the District's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.
- 34. Time is of the Essence.** Time is of the essence with regard to performance of any services under this Agreement, unless the parties agree otherwise in writing.
- 35. Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as my from time to time be provided by written instrument signed by both parties.
- 36. Rules of Construction.** The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Agreement, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.
- 37. Warranties and Maintenance.** The Contractor shall submit to the District with its request for final payment documentation of any special warranties, such as a manufacturer's warranty or specific subcontractor warranty.
- 38. Contractor Representations.** The Contractor represents and warrants the following to the District (in addition to any other representations and warranties contained elsewhere), as an inducement to the District to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:
- A. That it and its subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
 - B. That it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
 - C. That it is authorized to do business in the State of Nebraska and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;
 - D. That its execution of this Agreement and its performance thereof is within its duly authorized powers;
 - E. That its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is

to be performed, and correlated his observations with the requirements of the Contract Documents; and

- F. That it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the work with the care, skill, and diligence of such a contractor.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

- 39. Badging, Identification, and Other Rules.** When present on the District's property, the Contractor and its employees and subcontractors or anyone directly or indirectly employed by or representing any of them, shall

- A. wear uniform at all times with company identification;
- B. carry photo identification;
- C. not smoke or otherwise use tobacco;
- D. not use, or be under the influence of, alcohol or drugs;
- E. not carry a firearm or other weapon; and
- F. comply with all of the school district's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors

- 40. Background Checks.** Contractor shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by the District. The District will determine if the person is authorized to provide services, in accordance with state, federal and local policy.

- 41. Attachments.** Attachments to this Agreement include the following:

- Exhibit A – Scope of Good or Services to be provided to District
- Exhibit B – Payment Terms & Schedule
- Exhibit C – Invitation for Bids ("ITB")
- Exhibit D – Contractor's Bid
- Exhibit E – Wage Determination

- 43. Federal Funding.** It is understood that this Agreement may be funded in whole or in part with funds allocated by the Federal government, including the U.S. Department of Education and/or the Office of Elementary and Secondary Education (hereinafter "USDOE") and is therefore subject to those regulations, restrictions, and conditions normally associated with federally funded programs and any other requirements that the state or federal government may prescribe including, but not necessarily limited to, the following:

- .1 Equal Employment Opportunity:** (All Contracts) The parties shall comply with the Equal Employment Opportunity Clause required under Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

- .2 **Copeland "Anti-Kickback" Act:** The parties shall comply with the Copeland "Anti-Kick Back" Act (40 U.S.C. 3145), as supplemented in Department of Labor regulations (29 CFR 3).
- .3 **Davis-Bacon Act:** (Contracts that exceed \$2,000) The parties shall comply with 40 U.S.C. 3141-3148, the Davis-Bacon Act, as supplemented by Department of Labor Regulations 29 CFR 5. This Act provides that contractors and their subcontractors are to pay workers (laborers and mechanics) employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character as determined by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- .4 **Contract Work Hours and Safety Standards Act:** (Contracts that exceed \$100,000) The parties agree to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
- .5 **Reporting Notice:** The USDOE's and any other federal agency's requirements and regulations pertaining to reporting include, but are not necessarily limited to, 34 CFR Part 80.
- .6 **Patent Rights:** The USDOE's and any other federal agency's requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Agreement include, but are not necessarily limited to, 34 CFR Part 80.
- .7 **Copyrights and Right in Data:** The USDOE's and any other federal agency's requirements and regulations pertaining to copyrights and rights in data include, but are not necessarily limited to, 34 CFR Part 80.
- .8 **Access to Documents:** The Owner and its grantees and subgrantees, the USDOE and/or other federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
- .9 **Record Retention:** The parties shall retain all required records for at least 3 years after the Owner makes final payments and all other pending matters are closed.
- .10 **Clean Air and Federal Water Pollution Control Acts:** (Contracts that exceed \$150,000) The parties shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- .11 **Energy Policy and Conservation Act:** The parties shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- .12 **Work Hours:** The parties agree to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- .13 **Debarment and Suspension:** (All Contracts) The parties agree and understand that under Executive Orders 12549 and 12689 that a contract award (see 2 CFR 180.220) must not be made to any party listed on the

government-wide Excluded Parties List System in the System for Award Management (SAM).

- .14 Lobbying:** The parties agree and understand that under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) that contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- .15 Termination for Cause and Convenience:** (Contracts that exceed \$10,000) Termination for cause and convenience are governed by section 8 above.
- .16 Solid Waste Disposal Act:** The parties agree to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- .17 Remedies:** Contracts for more than the simplified acquisition threshold (currently set at \$150,000, but is subject to inflation adjustment) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- .18 Energy Policy and Conservation Act:** (All Contracts) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

44. Davis-Bacon Act Requirements. The Contractor agrees to comply with the following provisions as required by 29 CFR § 5.5.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section;

also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Owner shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Owner agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Owner to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Owner or will notify the Owner within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Owner do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Owner shall refer the questions, including the views of all interested parties and the recommendation of the Owner, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Owner or will notify the Owner within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or

program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Owner if the Owner is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Owner. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site

at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Owner, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Owner or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the

Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Owner may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with

respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Owner and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

45. Domestic Preferences for Procurements. 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 this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

IN WITNESS WHEREOF the parties have executed this Agreement on the date last date written below.

DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CONTRACTOR

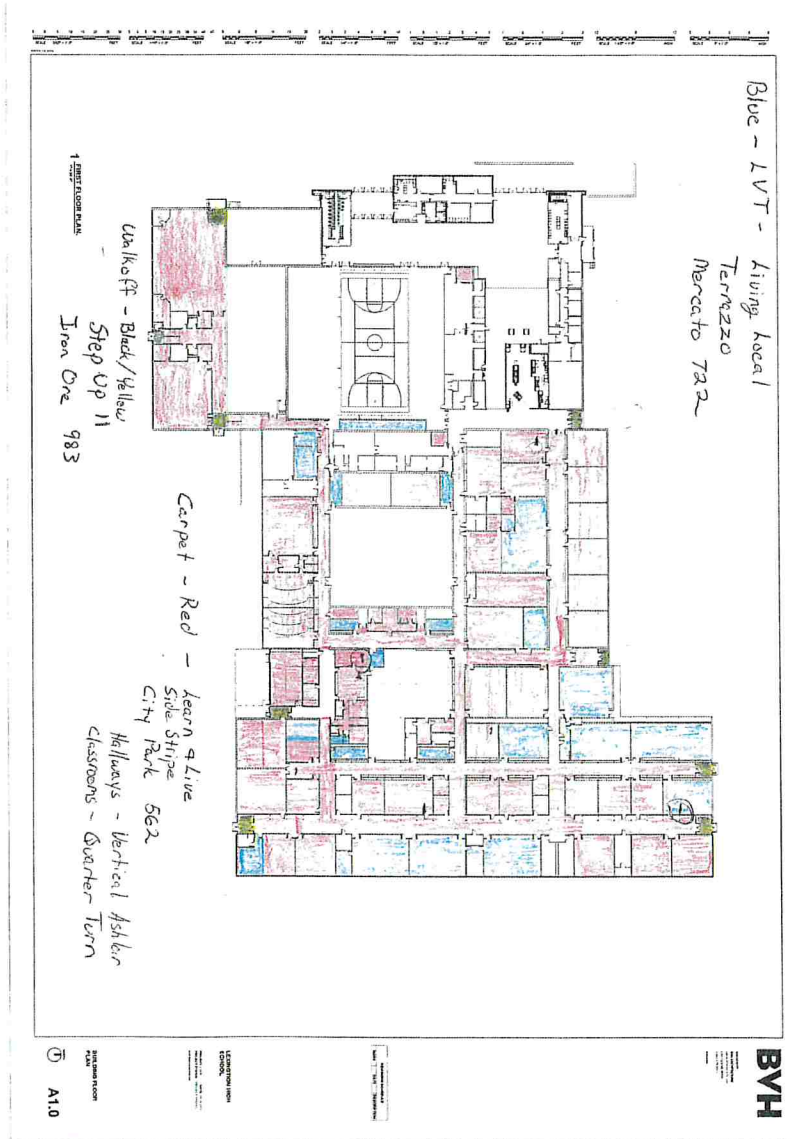
DocuSigned by:
By: Michael J. Byrns
Name: Michael J. Byrns
Title: OWNER
Date: 6/7/2024

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO DISTRICT

1. **Scope of Work.** The Work to be performed shall consist of the following and/or as more specifically provided in Exhibit D:

Removal and disposal of existing flooring as depicted in building map of Lexington High School. Preparation of surface and installation of new floor coverings as specified in building map of Lexington High School.



The Contractor must, at its expense: provide all labor, materials, tools, and equipment for the project; secure all permits, licenses, and consents required by law or necessary to perform the work; and give all notices and pay all fees and otherwise comply with all applicable city, county, state, and federal laws, ordinances, and rules pertaining to such work.

2. Contractor's Duties. Contractor's duties are as follows:

- A. Contractor shall supervise, direct and complete the Work using its best care, skill, attention and diligence. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures for coordinating and completing the Work. Contractor shall cooperate with District and any other person whose work may interfere with Contractor's Work, participate in work schedules and notify District of any material interference with Contractor's Work.
- B. Unless otherwise provided in the Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, transportation and other facilities and services necessary for proper completion of the Work.
- C. Contractor shall comply with all laws, ordinances, rules, regulations and orders of all public authorities relating to the Work. If the Agreement is at variance with any such law, ordinance, rule, regulation or order, Contractor shall notify District in writing promptly upon discovery of such variance.
- D. Contractor shall pay all state and federal taxes required by law in connection with the Work, including, but not limited to, sales, use, all employment, income, withholding and similar taxes and shall timely pay over such taxes, including taxes withheld from its employees' compensation, to the appropriate governing agencies and shall secure and pay for all licenses and permits necessary for the proper completion of the Work.
- E. Contractor shall at all times, keep and maintain the construction site in a neat and clean condition. Contractor shall keep the premises and the surrounding area free from accumulation of waste materials and rubbish caused by construction operations. Immediately following completion of the Work, Contractor shall remove from and about the construction site waste material, rubbish and Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to maintain the construction site as provided herein, the District may do so and the cost thereof shall be charged to the Contractor and/or deducted from payment then or thereafter due to the Contractor.
- F. Contractor shall provide for and oversee all safety orders, precautions and programs necessary for the reasonable safety of the Work and shall implement all safety instructions identified by the designated individual of District. Contractor shall take all reasonable precautions for the safety of all employees, subcontractors and other persons for whom the work might affect all work and materials incorporated in the Project and all property improvements on the construction site and adjacent to the construction site. Contractor shall immediately notify District of any personal injury or property damage at or near the construction site.

3. Warranty. Contractor warrants that all materials and equipment furnished shall be new and that all work under this Agreement shall be of first-class quality, free from faults and defects and in conformance with this Agreement. All work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. Contractor shall, at its sole cost and expense, repair or replace any

defective material, equipment or workmanship which shall appear within a period of one year from the date of completion of the Work. In the event of repairs or replacements being necessary, Contractor agrees to repair or replace the same within three (3) days after notice by the District. The warranty provided in this paragraph shall be in addition to and not in limitation of any other warranty or remedy required by law or by this Agreement or the Attachments hereto. Payment by District shall not (a) constitute an acceptance of work not done in accordance with this Agreement or (b) relieve the Contractor of liability with respect to any express warranties or with respect to the responsibility for defective materials, equipment or workmanship. The provisions of this paragraph shall be in addition to any warranties provided in Exhibit E.

4. Change Orders. District may at any time make changes in, additions to, and omissions from the work to be performed and materials to be furnished under this Agreement, and Contractor shall promptly proceed with the performance of the modification upon execution of a written change order signed by Contractor and District with a written notation of the cost or deduction for each modification and the delay of completion or time saving caused by such modification. A Change Order is a written instrument prepared by the Architect/Engineer (or by one of the parties if an Architect/Engineer has not been retained for the project) and signed by the District, Contractor and Architect/Engineer (if applicable) stating their agreement upon the change in the Work; the amount of the adjustment, if any, in the Contract Price; and the extent of the adjustment, if any, in the Contract Time. The Change Order shall be in a form acceptable to the District and Contractor. In the event the parties cannot agree on a Change Order form, they shall use AIA Document G701-2001.

5. Suspension by District for Convenience. District may order Contractor in writing to suspend, delay or interrupt all or any part of the Work for such period of time as may be determined to be appropriate for the convenience of the District; provided, however, short/incidental stoppage of the Work shall not be deemed a suspension, delay or interruption of work. The Contract Price and/or Contract Time may thereafter be reasonably adjusted by mutual agreement to account for any increase in the time and/or cost of performance of Work caused by such suspension, delay or interruption.

6. Protection of Work. Contractor shall be responsible for its work, property and/or materials until completion and final acceptance of the Work, and shall bear the risk of any loss or damage until such acceptance. In the event of loss or damage, Contractor shall proceed promptly to make repairs or replacements of the damaged work, property and/or materials at its expense, as directed by the District. Contractor waives all rights Contractor may have against the District for loss or damage to Contractor's work, property or materials at the construction site, unless such loss or damage results from an intentional act of the District.

7. Liens. Contractor agrees (a) to immediately satisfy any lien or encumbrance which, because of any act, omission or default of Contractor or any subcontractor or materialmen, is filed upon or against the property of District and (b) to indemnify and hold harmless District against all resulting losses, costs and expenses.

EXHIBIT "B"

1. Payment Terms/ Payment Schedule.

- A. The District will pay for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement as follows:
 - 1) District shall pay Contractor for performance of the Work subject to additions and deductions, the total sum of **\$464,525.47** (the "Contract Price").
 - 2) Upon completion of the Work in accordance with the Agreement, Contractor shall provide (a) written notice thereof to District (the "Notice of Completion") and (b) final lien waivers from Contractor and all subcontractors and materialmen. The final payment of the remaining balance due hereunder shall be made by District to Contractor within thirty (30) working days after District has accepted the Notice of Completion and received all such lien waivers. District's acceptance of the Notice of Completion, however, shall not be deemed an estoppel or waiver of any right of District under the Agreement.
- B. The District agrees to pay Contractor for all undisputed amounts within thirty (30) days of receipt of invoice, provided that goods and services have been accepted by the District as hereinafter provided, less retainage of 5%.
- C. Upon final completion of the Work in accordance with the Agreement, Contractor shall provide (a) written notice thereof to District (the "Notice of Completion") and (b) final lien waivers from Contractor and all subcontractors and materialmen. The final payment of the remaining balance due hereunder, including any retainage amounts, shall be made by District to Contractor within thirty (30) working days after District has accepted the Notice of Completion and received all such lien waivers. District's acceptance of the Notice of Completion, however, shall not be deemed an estoppel or waiver of any right of District under the Agreement.

2. Acceptance of Services or Products.

- A. The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in the ITB, the time specified in a purchase order issued by the District, or this Agreement (whichever is later).
- B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the District ("Delivery Notice").
- C. The District shall have thirty (30) days from the date of receipt of the Delivery Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.
- D. If the District issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all deficiencies at its expense. The District shall not unreasonably withhold or delay its acceptance or rejection.

3. Title and Risk of Loss.

- A. Title and risk of loss for goods shall remain with the Contractor until goods are accepted by the District.
- B. Insurance during shipment and until the goods are accepted by the District is the responsibility of the Contractor.

4. Offset. In the event of any breach by Contractor of any provision or obligation of this Agreement, the District shall have the right to offset any payment due to or to become due to Contractor an amount sufficient to completely indemnify and hold harmless the District from any resulting loss, damage, or expenses therefrom.

5. Payment Upon Termination. Upon termination of this Agreement for any reason, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the work, (ii) claims that the Owner has against the Contractor under the contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

EXHIBIT "C"
INVITATION TO BID

- 1. PROJECT INFORMATION.** Lexington Public Schools is requesting bids from qualified individuals or entities for the removal of existing and installation of new floor coverings at Lexington High School.

- 2. BID SUBMISSION AND OPENING.** Five copies of the bid shall be addressed and delivered in a sealed envelope to Lexington Public Schools, Attn: Superintendent, 300 S Washington St, Lexington, NE 68850. Bids will be received until June 6, 2024 at 3:00 p.m., at which time they will be opened publicly and simultaneously in the presence of bidders and/or their representatives in the Office of the Superintendent of Schools. Any bid received after the deadline will not be opened or considered, and will be returned to the bidder.

- 3. AWARDING OF BID.** The bid will be awarded to the lowest responsible, responsive bidder. The winning bid shall be announced by the Board of Education at its meeting to be held on June 10, 2024, or at such other meeting determined by the Board.

- 4. DAVIS-BACON.** The parties shall comply with the Davis-Bacon Act and other applicable federal requirements. Contractors and their subcontractors are to pay laborers and mechanics employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character as determined by the U.S. Secretary of Labor.

- 5. INQUIRIES AND BID INSTRUCTIONS.** Requests for full bid instructions and all questions, inquiries, or requests for clarification or site inspection should be submitted in writing to Bo Berry at bo.berry@lexschools.org.

Exhibit "D"
Contractor's Bid

AGREEMENT FOR THE CARPETING PROJECT

THIS AGREEMENT is entered into by and between **Dawson County School District 24-0001**, also known as **Lexington Public Schools** ("District"), and _____ ("Contractor").

In consideration of mutual covenants, the parties agree as follows:

1. **Scope of the Contract.** The Contractor shall provide to the District the goods and/or services as defined in **Exhibit A** which is attached hereto and incorporated herein by this reference.
2. **Payment Terms/Payment Schedule.** The District shall pay for services rendered and for accepted goods on the terms and payment schedule as set forth in **Exhibit B** which is attached hereto and incorporated herein by this reference.
3. **Time.**
 - A. **Contract Time Defined.** The "Contract Time" shall commence on the date of this Agreement and shall end with respect to all work under this Agreement _____, **2024**.
 - B. **Time of the Essence.** Contractor acknowledges that time is of the essence under this Agreement and agrees to timely perform its obligations and cause any subcontractors and materialmen to timely perform so that the Scope of the Contract may be completed within the Contract Time. By executing this Agreement, Contractor confirms the Contract Time constitutes reasonable time periods to complete the Scope of the Contract. Contractor acknowledges that the District will suffer financial loss if the Project is not completed by the Contract Time and also recognizes the delays, expenses and difficulties involved in proving actual loss suffered by the District if the Scope of the Contract is not completed by the Contract Time. Accordingly, instead of requiring such proof, District and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay District \$500 for each day that expires after the date set forth in Section 3.A and defined as the Contract Time until the Scope of the Contract is completed in accordance with this Agreement. The District may deduct liquidated damages from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at a rate equal to the lower of the Treasury Bill Rate or the highest lawful rate of interest payable by the Contractor.
 - C. **Extensions.** An extension of time for any delay shall be granted only upon written consent by District after a written claim is made by Contractor to District within 72 hours after the occurrence causing such delay. Except for the suspension by District for convenience, Contractor shall not be entitled to any increase in the price or to damages or additional compensation as a consequence of such delay.
4. **District's Representative.** Following is the District's representative who is authorized to act on the District's behalf with respect to the project and this Agreement:

John Hakonson, Superintendent
Lexington Public Schools
300 S Washington St.
Lexington, NE 68850
(308) 324-1201
john.hakonson@lexschools.org

5. Contractor's Representative. Following is the Contractor's representative who is authorized to act on the Contractor's behalf with respect to the project and this Agreement:

Name: _____
Company _____
Address _____
Address _____
(402) * _____
Email: _____

6. Governing Law; Designation of Forum. This Agreement is governed by and construed in accordance with the laws of the State of Nebraska. Any action to enforce this Agreement must be brought in the state or federal courts of the State of Nebraska. Mandatory and exclusive venue for any disputes shall be in Dawson County, Nebraska.

7. Termination.

- A. The District may terminate this Agreement in whole or part if funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the good and/or services in the indicated quantities or term. The District shall notify the Contractor as soon as practicable if funds to meet the District's obligations become unavailable. The determination of the District as to the insufficiency of funds is conclusive.
- B. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the nondefaulting party may authorize in writing.
- C. Each party may terminate this Agreement by written notice if federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- D. The District may terminate this Agreement, in whole or in part, by written notice to the Contractor and may regard the Contractor in default of this Agreement if the Contractor becomes:
 - (1) Insolvent;
 - (2) Makes a general assignment for the benefit of creditors;
 - (3) Files a voluntary petition of bankruptcy;
 - (4) Suffers or permits the appointment of a receiver for its business or assets;

- (5) Becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or
 - (6) Has wound up or liquidated, voluntarily or otherwise.
- E. The District may terminate this Agreement, in whole or in part, immediately, without notice, if the Contractor is debarred or suspended from performing services on any public contracts.
 - F. The parties may terminate this Agreement without cause by mutual written consent.
 - G. Upon the termination for any reason or expiration of this Agreement, the Contractor promptly must return to the District all papers, materials and other property of the District then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the District.

8. Indemnification.

- A. The Contractor hereby waives and agrees to indemnify and save harmless the District and its officials, agents, employees, and volunteers (hereinafter collectively referred to as "Indemnities"), against any and all claims of injuries, death, damage to property, liabilities, judgments, costs and expenses which may otherwise accrue against Indemnities in consequence of the granting of this Agreement or which may otherwise result therefrom.
- B. The Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith.
- C. If any judgment shall be rendered against the District in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.
- D. Any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify and save harmless and defend the Indemnities as herein provided.
- E. The Contractor's obligation to indemnify and save harmless any Indemnities will survive the expiration or termination of this Agreement by either party for any reason.

9. Insurance. Contractor shall secure and keep in force during the term of this Agreement the following insurance coverages from insurance companies or government self-insurance pools authorized to do business in Nebraska:

- A. Commercial general liability, including premises or operations, contractual, products or completed operations coverages (if applicable), and personal and advertising injury with minimum liability limits of \$1,000,000 per occurrence and \$5,000,000 in the aggregate.
- B. Business automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$1,000,000 per occurrence and \$5,000,000 in the aggregate.

- C. Employers' Liability, including bodily injury by accident or disease (policy limit and each employee) with minimum liability amounts of \$1,000,000 per occurrence and \$5,000,000 in the aggregate.
- D. Workers compensation coverage meeting all statutory requirements.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or other similar obligation under the policies shall be the sole responsibility of the Contractor. The amount of any deductible is subject to approval by the District.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage Less than an "A-" rating must be approved by the District. The policies shall be in form and terms approved by the District.
- 3) The insurance required in this agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned District representative.
- 4) The Contractor shall furnish a certificate of insurance to the undersigned District representative prior to commencement of this Agreement.
- 5) Failure to provide insurance as required in this agreement is a material breach of contract entitling the District to terminate this Agreement immediately.

- 10. Contractor Bonds.** To secure the faithful performance of the Work and to satisfy all of Contractor's payment obligations arising hereunder, Contractor shall provide a payment bond in an amount not less than 100% of the Contract Sum through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract. The Contractor shall provide a performance bond in an amount not less than 100% of the Contract Sum through a corporate surety company.
- 11. Public Records.** The Contractor acknowledges that the District must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.
- 12. Publicity.** The District does not endorse the goods or services of the Contractor. Except for listing the District as a client during the term of this Agreement, news releases or other publicity concerning this Agreement must not be made by the Contractor without the prior written approval of the District.
- 13. Drug/Alcohol/Tobacco/Weapons Free Workplace.** The Contractor and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. The Contractor and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. The Contractor and all subcontractors, if any, also shall

- adhere to all District's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The District may suspend or terminate the Contractor, subcontractor, or both if it violates these laws, regulations, or policies or this provision.
14. **Nondiscrimination.** The Contractor and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
 15. **Independent Contractor.** Contractor is an independent contractor under this contract and is not a District employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.
 16. **Employment Eligibility Verification.** The Contractor shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If the Contractor employs or contracts with any subcontractor in connection with this Agreement, the Contractor shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.
 17. **Fair Labor Standards.** Pursuant to NEB. REV. STAT. § 73-102, Contractor certifies that it is complying with, and will continue complying with, fair labor standards in the pursuit of its business and in the execution of this Agreement. For the purposes of this section, fair labor standards means a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the same business or field of endeavor as the Contractor.
 18. **Unemployment Compensation.** The Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of the Contract as required by NEB. REV. STAT. § 48-657.
 19. **Injury or Damage.** If any party or person suffers physical injury or property damage which arises from or relates to the performance of the Work, any party which knows of such injury or damage shall immediately give written notice of such injury or damage to all other parties. The notice shall provide sufficient detail to enable the other parties to investigate the matter.
 20. **Sales Tax.** The District is exempt from sales tax and shall not pay any sales tax under this Agreement. The District will provide the Contractor with applicable sales tax exemption certificates upon written request.
 21. **Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return

receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

District: Lexington Public Schools
Attn: Superintendent
300 S. Washington St.
Lexington, NE 68850

With copy to:

Steve Williams, Legal Counsel
KSB School Law, PC, LLO
Cornhusker Plaza
301 South 13th Street, Suite 210
Lincoln, NE 68508

Contractor: Byrns Floorcovering
Attn: Mike Byrns
313 Smith Avenue
Elwood NE 68937

Notice is effective only if the party giving the Notice has complied with this section.

- 22. **Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
- 23. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of this Agreement (including any amendments accepted by both the District and the Contractor attached hereto), the ITB (including any subsequent addenda) (Exhibit C), and Contractor's Bid (Exhibit D), any inconsistency or conflict shall be resolved as follows:
 - A. First, by giving preference to the specific provisions of this Agreement, any accepted amendments, Exhibit A and Exhibit B;
 - B. Second, by giving preference to the specific provisions of the ITB, Exhibit C;
 - C. Third, by giving preference to the specific provisions of Contractor's Bid, Exhibit D, except that objections or amendments by a Contractor that have not been explicitly accepted by the District in writing shall not be included in this Agreement and shall be given no weight or consideration.
- 24. **Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.
- 25. **Waivers.**

- A. The parties may waive any provision in this Agreement only by a writing executed by the party or parties against whom the waiver is sought to be enforced.
 - B. No failure or delay:
 - (1) In exercising any right or remedy, **or**
 - (2) In requiring the satisfaction of any condition under this Agreement, **and**
 - (3) No act, omission, or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition.
 - C. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.
26. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.
27. **Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.
28. **Force Majeure.** Neither party shall be liable for any loss or damage suffered by the other party, directly or indirectly, as a result of the non performing party's failure to perform, or delay in performing, any of its obligations contained in this contract (except any obligations to make payments for services rendered or accepted goods received before the failure to perform or the delay in performance), where, in the opinion of the District, such failure or delay is cause by circumstances beyond the non performing party's control or which make performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, alien enemy, judicial action, power failure, acts of God, or other natural circumstances. This Force Majeure provision excludes economic hardship, changes in market conditions, and insufficiency of funds on the part of Contractor.
29. **Assignment.** This Agreement binds the parties and their respective successors and assignees. The Contractor shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person without the previous written consent of the District.
30. **Subcontractors.** The Contractor shall not subcontract services or any part of this Agreement without the prior written consent of the District.
31. **Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the signatories.

- 32. Captions.** The descriptive headings of the Articles, Sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.
- 33. Rights and Remedies Cumulative.** Any enumeration of the District's rights and remedies set forth in this Agreement is not exhaustive. The District's exercise of any right or remedy under this Agreement does not preclude the exercise of any other right or remedy. All of the District's rights and remedies are cumulative and are in addition to any other right or remedy set forth in this Agreement, any other agreement between the parties, or which may now or subsequently exist at law or in equity, by statute or otherwise.
- 34. Time is of the Essence.** Time is of the essence with regard to performance of any services under this Agreement, unless the parties agree otherwise in writing.
- 35. Relationship Among Parties.** This Agreement creates no relationship of joint venture, partnership, limited partnership, agency, or employer- employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.
- 36. Rules of Construction.** The parties hereto have each been represented by counsel, or had the opportunity to be represented, during the negotiation and execution of this Agreement, and therefore waive application of any law or rule of construction providing that ambiguities in the contract will be construed against the party drafting such contract.
- 37. Warranties and Maintenance.** The Contractor shall submit to the District with its request for final payment documentation of any special warranties, such as a manufacturer's warranty or specific subcontractor warranty.
- 38. Contractor Representations.** The Contractor represents and warrants the following to the District (in addition to any other representations and warranties contained elsewhere), as an inducement to the District to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:
- A. That it and its subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
 - B. That it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
 - C. That it is authorized to do business in the State of Nebraska and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;
 - D. That its execution of this Agreement and its performance thereof is within its duly authorized powers;
 - E. That its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is

to be performed, and correlated his observations with the requirements of the Contract Documents; and

- F. That it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the work with the care, skill, and diligence of such a contractor.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

39. Badging, Identification, and Other Rules. When present on the District's property, the Contractor and its employees and subcontractors or anyone directly or indirectly employed by or representing any of them, shall

- A. wear uniform at all times with company identification;
- B. carry photo identification;
- C. not smoke or otherwise use tobacco;
- D. not use, or be under the influence of, alcohol or drugs;
- E. not carry a firearm or other weapon; and
- F. comply with all of the school district's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors

40. Background Checks. Contractor shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by the District. The District will determine if the person is authorized to provide services, in accordance with state, federal and local policy.

41. Attachments. Attachments to this Agreement include the following:

- Exhibit A – Scope of Good or Services to be provided to District
- Exhibit B – Payment Terms & Schedule
- Exhibit C – Invitation for Bids ("ITB")
- Exhibit D – Contractor's Bid
- Exhibit E – Wage Determination

43. Federal Funding. It is understood that this Agreement may be funded in whole or in part with funds allocated by the Federal government, including the U.S. Department of Education and/or the Office of Elementary and Secondary Education (hereinafter "USDOE") and is therefore subject to those regulations, restrictions, and conditions normally associated with federally funded programs and any other requirements that the state or federal government may prescribe including, but not necessarily limited to, the following:

- .1 Equal Employment Opportunity:** (All Contracts) The parties shall comply with the Equal Employment Opportunity Clause required under Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

- .2 **Copeland "Anti-Kickback" Act:** The parties shall comply with the Copeland "Anti-Kick Back" Act (40 U.S.C. 3145), as supplemented in Department of Labor regulations (29 CFR 3).
- .3 **Davis-Bacon Act:** (Contracts that exceed \$2,000) The parties shall comply with 40 U.S.C. 3141-3148, the Davis-Bacon Act, as supplemented by Department of Labor Regulations 29 CFR 5. This Act provides that contractors and their subcontractors are to pay workers (laborers and mechanics) employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character as determined by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- .4 **Contract Work Hours and Safety Standards Act:** (Contracts that exceed \$100,000) The parties agree to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
- .5 **Reporting Notice:** The USDOE's and any other federal agency's requirements and regulations pertaining to reporting include, but are not necessarily limited to, 34 CFR Part 80.
- .6 **Patent Rights:** The USDOE's and any other federal agency's requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Agreement include, but are not necessarily limited to, 34 CFR Part 80.
- .7 **Copyrights and Right in Data:** The USDOE's and any other federal agency's requirements and regulations pertaining to copyrights and rights in data include, but are not necessarily limited to, 34 CFR Part 80.
- .8 **Access to Documents:** The Owner and its grantees and subgrantees, the USDOE and/or other federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
- .9 **Record Retention:** The parties shall retain all required records for at least 3 years after the Owner makes final payments and all other pending matters are closed.
- .10 **Clean Air and Federal Water Pollution Control Acts:** (Contracts that exceed \$150,000) The parties shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- .11 **Energy Policy and Conservation Act:** The parties shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- .12 **Work Hours:** The parties agree to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) which requires each contractor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- .13 **Debarment and Suspension:** (All Contracts) The parties agree and understand that under Executive Orders 12549 and 12689 that a contract award (see 2 CFR 180.220) must not be made to any party listed on the

government-wide Excluded Parties List System in the System for Award Management (SAM).

- .14 **Lobbying:** The parties agree and understand that under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) that contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
 - .15 **Termination for Cause and Convenience:** (Contracts that exceed \$10,000) Termination for cause and convenience are governed by section 8 above.
 - .16 **Solid Waste Disposal Act:** The parties agree to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
 - .17 **Remedies:** Contracts for more than the simplified acquisition threshold (currently set at \$150,000, but is subject to inflation adjustment) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - .18 **Energy Policy and Conservation Act:** (All Contracts) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
44. **Davis-Bacon Act Requirements.** The Contractor agrees to comply with the following provisions as required by 29 CFR § 5.5.
- (1) Minimum wages.
 - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section;

also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Owner shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Owner agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Owner to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Owner or will notify the Owner within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Owner do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Owner shall refer the questions, including the views of all interested parties and the recommendation of the Owner, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Owner or will notify the Owner within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or

program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Owner if the Owner is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Owner. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site

at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Owner, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Owner or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the

Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Owner may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with

respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Owner and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

45. Domestic Preferences for Procurements. 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 this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

IN WITNESS WHEREOF the parties have executed this Agreement on the date last date written below.

DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

CONTRACTOR

By: Byrns Floorcovering
Name: Mila Byrns
Title: Owner
Date: 6-6-24

EXHIBIT "A"

SCOPE OF GOODS OR SERVICES TO BE PROVIDED TO DISTRICT

1. **Scope of Work.** The Work to be performed shall consist of the following and/or as more specifically provided in Exhibit D:

[INSERT SCOPE OF SERVICES]

The Contractor must, at its expense: provide all labor, materials, tools, and equipment for the project; secure all permits, licenses, and consents required by law or necessary to perform the work; and give all notices and pay all fees and otherwise comply with all applicable city, county, state, and federal laws, ordinances, and rules pertaining to such work.

2. **Contractor's Duties.** Contractor's duties are as follows:
- A. Contractor shall supervise, direct and complete the Work using its best care, skill, attention and diligence. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures for coordinating and completing the Work. Contractor shall cooperate with District and any other person whose work may interfere with Contractor's Work, participate in work schedules and notify District of any material interference with Contractor's Work.
 - B. Unless otherwise provided in the Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, machinery, transportation and other facilities and services necessary for proper completion of the Work.
 - C. Contractor shall comply with all laws, ordinances, rules, regulations and orders of all public authorities relating to the Work. If the Agreement is at variance with any such law, ordinance, rule, regulation or order, Contractor shall notify District in writing promptly upon discovery of such variance.
 - D. Contractor shall pay all state and federal taxes required by law in connection with the Work, including, but not limited to, sales, use, all employment, income, withholding and similar taxes and shall timely pay over such taxes, including taxes withheld from its employees' compensation, to the appropriate governing agencies and shall secure and pay for all licenses and permits necessary for the proper completion of the Work.
 - E. Contractor shall at all times, keep and maintain the construction site in a neat and clean condition. Contractor shall keep the premises and the surrounding area free from accumulation of waste materials and rubbish caused by construction operations. Immediately following completion of the Work, Contractor shall remove from and about the construction site waste material, rubbish and Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to maintain the construction site as provided herein, the District may do so and the cost thereof shall be charged to the Contractor and/or deducted from payment then or thereafter due to the Contractor.
 - F. Contractor shall provide for and oversee all safety orders, precautions and programs necessary for the reasonable safety of the Work and shall implement

all safety instructions identified by the designated individual of District. Contractor shall take all reasonable precautions for the safety of all employees, subcontractors and other persons for whom the work might affect all work and materials incorporated in the Project and all property improvements on the construction site and adjacent to the construction site. Contractor shall immediately notify District of any personal injury or property damage at or near the construction site.

3. Warranty. Contractor warrants that all materials and equipment furnished shall be new and that all work under this Agreement shall be of first-class quality, free from faults and defects and in conformance with this Agreement. All work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. Contractor shall, at its sole cost and expense, repair or replace any defective material, equipment or workmanship which shall appear within a period of one year from the date of completion of the Work. In the event of repairs or replacements being necessary, Contractor agrees to repair or replace the same within three (3) days after notice by the District. The warranty provided in this paragraph shall be in addition to and not in limitation of any other warranty or remedy required by law or by this Agreement or the Attachments hereto. Payment by District shall not (a) constitute an acceptance of work not done in accordance with this Agreement or (b) relieve the Contractor of liability with respect to any express warranties or with respect to the responsibility for defective materials, equipment or workmanship. The provisions of this paragraph shall be in addition to any warranties provided in Exhibit E.

4. Change Orders. District may at any time make changes in, additions to, and omissions from the work to be performed and materials to be furnished under this Agreement, and Contractor shall promptly proceed with the performance of the modification upon execution of a written change order signed by Contractor and District with a written notation of the cost or deduction for each modification and the delay of completion or time saving caused by such modification. A Change Order is a written instrument prepared by the Architect/Engineer (or by one of the parties if an Architect/Engineer has not been retained for the project) and signed by the District, Contractor and Architect/Engineer (if applicable) stating their agreement upon the change in the Work; the amount of the adjustment, if any, in the Contract Price; and the extent of the adjustment, if any, in the Contract Time. The Change Order shall be in a form acceptable to the District and Contractor. In the event the parties cannot agree on a Change Order form, they shall use AIA Document G701-2001.

5. Suspension by District for Convenience. District may order Contractor in writing to suspend, delay or interrupt all or any part of the Work for such period of time as may be determined to be appropriate for the convenience of the District; provided, however, short/incidental stoppage of the Work shall not be deemed a suspension, delay or interruption of work. The Contract Price and/or Contract Time may thereafter be reasonably adjusted by mutual agreement to account for any increase in the time and/or cost of performance of Work caused by such suspension, delay or interruption.

6. Protection of Work. Contractor shall be responsible for its work, property and/or materials until completion and final acceptance of the Work, and shall bear the risk of any loss or damage until such acceptance. In the event of loss or damage, Contractor shall proceed promptly to make repairs or replacements of the damaged work, property and/or materials at its expense, as directed by the District. Contractor waives all rights Contractor may have against the District for loss or damage to Contractor's work, property or materials

at the construction site, unless such loss or damage results from an intentional act of the District.

7. Liens. Contractor agrees (a) to immediately satisfy any lien or encumbrance which, because of any act, omission or default of Contractor or any subcontractor or materialmen, is filed upon or against the property of District and (b) to indemnify and hold harmless District against all resulting losses, costs and expenses.

EXHIBIT "B"

1. Payment Terms/ Payment Schedule.

- A. The District will pay for the goods and/or services identified in Exhibit A and provided by Contractor under this Agreement as follows:
 - 1) District shall pay Contractor for performance of the Work subject to additions and deductions, the total sum of \$ 464,525.47 (the "Contract Price").
 - 2) Upon completion of the Work in accordance with the Agreement, Contractor shall provide (a) written notice thereof to District (the "Notice of Completion") and (b) final lien waivers from Contractor and all subcontractors and materialmen. The final payment of the remaining balance due hereunder shall be made by District to Contractor within thirty (30) working days after District has accepted the Notice of Completion and received all such lien waivers. District's acceptance of the Notice of Completion, however, shall not be deemed an estoppel or waiver of any right of District under the Agreement.
- B. The District agrees to pay Contractor for all undisputed amounts within thirty (30) days of receipt of invoice, provided that goods and services have been accepted by the District as hereinafter provided, less retainage of 5%.
- C. Upon final completion of the Work in accordance with the Agreement, Contractor shall provide (a) written notice thereof to District (the "Notice of Completion") and (b) final lien waivers from Contractor and all subcontractors and materialmen. The final payment of the remaining balance due hereunder, including any retainage amounts, shall be made by District to Contractor within thirty (30) working days after District has accepted the Notice of Completion and received all such lien waivers. District's acceptance of the Notice of Completion, however, shall not be deemed an estoppel or waiver of any right of District under the Agreement.

2. Acceptance of Services or Products.

- A. The Contractor shall deliver any goods, perform any services or both in accordance with the schedule set forth in the ITB, the time specified in a purchase order issued by the District, or this Agreement (whichever is later).
- B. Unless otherwise agreed to by the parties, the Contractor shall provide written notification of completion of any deliveries, or performances of services or both, to the District ("Delivery Notice").
- C. The District shall have thirty (30) days from the date of receipt of the Delivery Notice to provide the Contractor with written notification of acceptance or rejection due to unsatisfactory performance or nonconforming goods.
- D. If the District issues a rejection notice, the Contractor shall as quickly as is practicable, correct or replace all deficiencies at its expense. The District shall not unreasonably withhold or delay its acceptance or rejection.

3. Title and Risk of Loss.

- A. Title and risk of loss for goods shall remain with the Contractor until goods are accepted by the District.
- B. Insurance during shipment and until the goods are accepted by the District is the responsibility of the Contractor.

4. Offset. In the event of any breach by Contractor of any provision or obligation of this Agreement, the District shall have the right to offset any payment due to or to become due to Contractor an amount sufficient to completely indemnify and hold harmless the District from any resulting loss, damage, or expenses therefrom.

5. Payment Upon Termination. Upon termination of this Agreement for any reason, the Contractor shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions. The Contractor hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits. The Owner shall be credited for (i) payments previously made to the Contractor for the terminated portion of the work, (ii) claims that the Owner has against the Contractor under the contract, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by the Contractor that are part of the Contract Sum.

EXHIBIT "C"
Invitation to Bid

[INSERT ITB]

INVITATION TO BID

1. **PROJECT INFORMATION.** Lexington Public Schools is requesting bids from qualified individuals or entities for the removal of existing and installation of new floor coverings at Lexington High School.
2. **BID SUBMISSION AND OPENING.** Five copies of the bid shall be addressed and delivered in a sealed envelope to Lexington Public Schools, Attn: Superintendent, 300 S Washington St, Lexington, NE 68850. Bids will be received until June 6, 2024 at 3:00 p.m., at which time they will be opened publicly and simultaneously in the presence of bidders and/or their representatives in the Office of the Superintendent of Schools. Any bid received after the deadline will not be opened or considered, and will be returned to the bidder.
3. **AWARDING OF BID.** The bid will be awarded to the lowest responsible, responsive bidder. The winning bid shall be announced by the Board of Education at its meeting to be held on June 10, 2024, or at such other meeting determined by the Board.
4. **DAVIS-BACON.** The parties shall comply with the Davis-Bacon Act and other applicable federal requirements. Contractors and their subcontractors are to pay laborers and mechanics employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character as determined by the U.S. Secretary of Labor.
5. **INQUIRIES AND BID INSTRUCTIONS.** Requests for full bid instructions and all questions, inquiries, or requests for clarification or site inspection should be submitted in writing to Bo Berry at bo.berry@lexschools.org.

BID FORM

Project Identification: Lexington Public Schools Carpeting Project

1. **BID RECIPIENT.** This Bid is submitted to: Lexington Public Schools, Attn: Superintendent, 300 S Washington St, Lexington, NE 68850.

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. **BIDDER'S ACKNOWLEDGMENTS.** Bidder accepts all of the terms and conditions of the Bidding Documents and Instructions to Bidders. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3. **BIDDER'S REPRESENTATIONS.** The Bidder represents and agrees that:

- A. The Bidder has read and understands the Bidding Documents;
- B. The Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- C. The Bid complies with the Bidding Documents;
- D. The person or persons who have signed and submitted this Bid are legally authorized to do so and to bind the Bidder to a contract;
- E. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents listed above;
- F. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception;
- G. The bidder is complying with and will continue to comply with fair labor standards in the pursuit of their business and in the execution of the contract which is being bid;
- H. The Bidder waives any claim it has, or may have, against the School District and its agents or representatives, and their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any bid; waiver of any requirements under the bid documents or the contract

documents; acceptance or rejection of any bids; and award of the contract;

- I. The Bidder is familiar with and is satisfied as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- J. The Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- K. The Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- L. The Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- M. The Bidder has given the Architect and/or the Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Architect and/or the Owner is acceptable to the Bidder;
- N. The Bidder, and any subcontractor, is not currently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from submitting bids to any State or Federal department or agency or any political subdivision of the State of Nebraska;
- O. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
- P. The Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- Q. The Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- R. The Bidder has read and understands the provisions set forth in the Bidding Documents, including but not limited to:

- (1) Agreement for the Carpeting Project;
- (2) Addenda

No.	Date	Pages
_____	_____	_____
_____	_____	_____

(3) Other: _____

4. PROFESSIONAL REFERENCES. Provide the contact name, company, address, and phone number of at least three references for whom you have provided the same or similar services on a project of similar scope.

#1

Contact Name: Tim Dean
Company: Paulson Inc.
Address: 1116 E. HWY 30 Grand, NE 69130
Phone Number: 308-784-3333

#2

Contact Name: T.L. Sund / Debbie Coeiger
Company: T.L. Sund
Address: 707 N. Ontario St Lexington NE 68850
Phone Number: 308-324-5186

#3

Contact Name: Greater Lexington Cooperation
Company: Bill Brecks and or Joe Peppitsoh
Address: PO BOX 70
Phone Number: Lexington NE 68850
308-324-2341

5. Claims and Suits.

Has your organization ever failed to complete any work awarded to it?

NO

If yes, explain: _____

Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? NO

If yes, explain: _____

6. BID. The Bidder will complete the Work in accordance with the Contract Documents for the following price(s): \$ 464,525.47

7. COMPLETION DATES. Bidder agrees that its anticipated start date is _____, 2024, and it will attain Substantial Completion of the Work by _____, 2024, and Final Completion by _____, 2024.

8. **BID ATTACHMENTS.** The following documents are attached to and made a part of the Bid:

- A. Required Bid security in the form of a:
 - Bid Bond (AIA A310);
 - Certified Check; or
 - Cashier's Check.
- B. Proposed Work Schedule.
- C. Any exceptions to the bid requirements.
- D. Proposed contract modifications, if any.

9. **INSURANCE.** The insurance limits for each type of insurance typically maintained by the Bidder are listed below as follows:

	Each occurrence/General aggregate
A. Commercial General Liability:	\$ <u>1 million</u> / \$ <u>2 million</u>
B. Automobile Liability:	\$ <u>1 million</u> / \$ <u>Combined single limit</u>
C. Umbrella Liability:	\$ <u>None</u> / \$ <u>none</u>
D. Employer's Liability:	\$ <u>1 million</u> / \$ _____
E. Other:	\$ _____ / \$ _____

Michael J. Byrns
Signature

Michael J. Byrns
Printed Name

Owner
Title

Byrns Floor Covering and Installation
Firm Name

313 Smith Avenue Elwood NE 68937
Address

308-785-2402
Telephone Number

byrnsfloorcovering@gmail.com
E-mail

BYRNS FLOORCOVERING AND INSTALLATION

313 SMITH AVENUE

ELWOOD, NE 68937

308-785-2402

MICHAEL J. BYRNS - OWNER

PROPOSED WORK SCHEDULE:

BYRNS FLOORCOVERING AND INSTALLATION WILL START THE CALENDAR DAY AFTER THE "LEXINGTON PUBLIC SCHOOL CARPETING PROJECT" BID HAS BEEN AWARDED TO BYRNS FLOORCOVERING AND INSTALLATION.

**Exhibit "D"
Contractor's Bid**

[INSERT CONTRACTOR'S BID]

Byrns Floorcovering Inc.
 313 Smith Ave.
 Elwood, NE 68937

Estimate

Date	Estimate #
6/5/2024	3743-M

Name / Address	Customer Phone	Customer E-mail
LEXINGTON PUBLIC SCHOOL 300 SOUTH WASHINGTON P O BOX 890 LEXINGTON NE 68850	308 324 4681	bo.berry@lexschools.org
		Job Site:

Project
2024 LEXINGTON ...

Description	Qty	Rate	Total
LEXINGTON HIGH SCHOOL FLOORING RENOVATION 7617 Sq. yds. Mohawk Learn And Live carpet tile Side Stripe color City Park 562 952 ctns.	7,617	22.00	167,574.00
16550 Sq. ft. Mohawk Living Local LVT color Terazzo Mercato 722 460 ctns.	16,550	2.98	49,319.00
150 Sq. yds. Mohawk Step Up II walk off carpet tile color Iron Ore 983 24 ctns.	150	54.00	8,100.00
12153 Ft. 4" with toe Mohawk vinyl cove base color to be determined 101 rolls	12,153	0.89	10,816.17
196 Ft. 6" with toe Mohawk vinyl cove base color to be determined 2 rolls	196	1.75	343.00
77 Pails Enpress carpet tile adhesive	77	165.00	12,705.00
17 Pails M 99 LVT adhesive	17	250.00	4,250.00
246 Cartridges Vinyl cove base adhesive	246	9.45	2,324.70
Freight on all ordered materials		5,175.00	5,175.00
Removal of old flooring	84,500	1.00	84,500.00
Disposal of old flooring		1,500.00	1,500.00
Carpet tile installation	69,903	1.00	69,903.00
6 Trap doors	6	250.00	1,500.00
16550 Sq. ft. LVT installation	16,550	2.00	33,100.00
Vinyl cove base installation	12,196	1.10	13,415.60
Thank you for your business.		Total	\$464,525.47

Phone #	E-mail	Web Site
308-785-2402	byrnsfloorcovering@gmail.com	https://www.facebook.com/byrnsfloorcovering

Exhibit "E"
Wage Determination
[INSERT]

5/8/24, 3:15 PM

SAM.gov

"General Decision Number: NE20240079 04/05/2024

Superseded General Decision Number: NE20230079

State: Nebraska

Construction Type: Building

Counties: Arthur, Banner, Box Butte, Chase, Dawes, Dawson, Deuel, Frontier, Furnas, Garden, Gosper, Grant, Hayes, Hitchcock, Hooker, Keith, Kimball, Lincoln, Logan, McPherson, Morrill, Perkins, Red Willow, Scotts Bluff, Sheridan and Sioux Counties in Nebraska.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

5/8/24, 3:15 PM

SAM.gov

Modification Number	Publication Date
0	01/05/2024
1	04/05/2024

BOIL0083-002 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 41.52	30.36

BRNE0001-005 05/30/2022

	Rates	Fringes
BRICKLAYER.....	\$ 29.75	16.48

ELEC0265-003 09/01/2023

	Rates	Fringes
ELECTRICIAN		
Zone 1.....	\$ 31.70	16.37
Zone 2.....	\$ 32.00	16.40
Zone 3.....	\$ 32.30	16.44
Zone 4.....	\$ 32.70	16.48

ZONE DEFINITIONS:

- Zone 1: 0 to 35 miles from the main Post Office in Lincoln
- Zone 2: 36 to 50 miles from the main Post Office in Lincoln
- Zone 3: 51 to 75 miles from the main Post Office in Lincoln
- Zone 4: 76 miles and over from the main Post Office in Lincoln

IRON0021-008 06/01/2023

ARTHUR, CHASE, DAWSON, FRONTIER, FURNAS, GOSPER, HAYES, HITCHCOCK, KEITH, LINCOLN, LOGAN, MCPHERSON, PERKINS AND RED WILLOW COUNTIES

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 35.69	20.24

IRON0021-009 05/01/2023

GRANT AND HOOKER COUNTIES

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.50	18.41

IRON0027-018 04/01/2023

BANNER, BOX BUTTE, DAWES, DEUEL, GARDEN, KIMBALL, MORRILL, SCOTTS BLUFF, SHERIDAN AND SIOUX COUNTIES

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 32.58	26.20

5/8/24, 3:15 PM

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* LAB01140-010 10/01/2023

	Rates	Fringes
LABORER (Mason Tender, Brick & Hod).....	\$ 24.00	13.48

PLUM0016-010 05/28/2023

ARTHUR, CHASE, DAWSON, DEUEL, FRONTIER, FURNAS, GARDEN, GOSPER, GRANT, HAYES, HITCHCOCK, HOOKER, KEITH, LINCOLN, LOGAN, MCPHERSON, PERKINS, RED WILLOW AND SHERIDAN COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 41.16	16.00

PLUM0192-002 01/01/2023

BANNER, BOX BUTTE, DAWES, KIMBALL, MORRILL, SCOTTS BLUFF AND SIOUX COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 34.88	22.40
PLUMBER.....	\$ 34.88	22.40

PLUM0464-018 06/04/2023

ARTHUR, CHASE, DAWSON, DEUEL, FRONTIER, FURNAS, GARDEN, GOSPER, GRANT, HAYES, HITCHCOCK, HOOKER, KEITH, LINCOLN, LOGAN, MCPHERSON, PERKINS, RED WILLOW AND SHERIDAN COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 42.00	19.80

SHEE0003-022 07/01/2023

DAWSON, FRONTIER, FURNAS, HAYES, HITCHCOCK, HOOKER, LINCOLN, LOGAN, MCPHERSON AND RED WILLOW COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 39.65	19.87

SHEE0103-002 06/01/2011

ARTHUR, BANNER, BOX BUTTE, CHASE, DAWES, DEUEL, GARDEN, GRANT, KEITH, KIMBALL, MORRILL, PERKINS, SCOTTS BLUFF, SHERIDAN AND SIOUX COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 24.34	16.06

* SUNE2012-016 04/19/2012

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	Rates	Fringes
CARPENTER.....	\$ 16.42 **	1.95
CEMENT MASON/CONCRETE FINISHER...	\$ 17.52	1.31
LABORER: Common or General.....	\$ 10.24 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.24	2.84
OPERATOR: Loader.....	\$ 16.58 **	0.94
ROOFER.....	\$ 14.27 **	0.65
TRUCK DRIVER: Dump, Lowboy and Tandem.....	\$ 14.56 **	1.68

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

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order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

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Exhibit "E" Wage Determination

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"General Decision Number: NE20240079 04/05/2024

Superseded General Decision Number: NE20230079

State: Nebraska

Construction Type: Building

Counties: Arthur, Banner, Box Butte, Chase, Dawes, Dawson, Deuel, Frontier, Furnas, Garden, Gosper, Grant, Hayes, Hitchcock, Hooker, Keith, Kimball, Lincoln, Logan, McPherson, Morrill, Perkins, Red Willow, Scotts Bluff, Sheridan and Sioux Counties in Nebraska.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	04/05/2024

BOIL0083-002 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 41.52	30.36

BRNE0001-005 05/30/2022

	Rates	Fringes
BRICKLAYER.....	\$ 29.75	16.48

ELEC0265-003 09/01/2023

	Rates	Fringes
ELECTRICIAN		
Zone 1.....	\$ 31.70	16.37
Zone 2.....	\$ 32.00	16.40
Zone 3.....	\$ 32.30	16.44
Zone 4.....	\$ 32.70	16.48

ZONE DEFINITIONS:

- Zone 1: 0 to 35 miles from the main Post Office in Lincoln
- Zone 2: 36 to 50 miles from the main Post Office in Lincoln
- Zone 3: 51 to 75 miles from the main Post Office in Lincoln
- Zone 4: 76 miles and over from the main Post Office in Lincoln

IRON0021-008 06/01/2023

ARTHUR, CHASE, DAWSON, FRONTIER, FURNAS, GOSPER, HAYES, HITCHCOCK, KEITH, LINCOLN, LOGAN, MCPHERSON, PERKINS AND RED WILLOW COUNTIES

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 35.69	20.24

IRON0021-009 05/01/2023

GRANT AND HOOKER COUNTIES

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 28.50	18.41

IRON0027-018 04/01/2023

BANNER, BOX BUTTE, DAWES, DEUEL, GARDEN, KIMBALL, MORRILL, SCOTTS BLUFF, SHERIDAN AND SIOUX COUNTIES

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 32.58	26.20

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* LAB01140-010 10/01/2023

	Rates	Fringes
LABORER (Mason Tender, Brick & Hod).....	\$ 24.00	13.48

PLUM0016-010 05/28/2023

ARTHUR, CHASE, DAWSON, DEUEL, FRONTIER, FURNAS, GARDEN, GOSPER, GRANT, HAYES, HITCHCOCK, HOOKER, KEITH, LINCOLN, LOGAN, MCPHERSON, PERKINS, RED WILLOW AND SHERIDAN COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 41.16	16.00

PLUM0192-002 01/01/2023

BANNER, BOX BUTTE, DAWES, KIMBALL, MORRILL, SCOTTS BLUFF AND SIOUX COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 34.88	22.40
PLUMBER.....	\$ 34.88	22.40

PLUM0464-018 06/04/2023

ARTHUR, CHASE, DAWSON, DEUEL, FRONTIER, FURNAS, GARDEN, GOSPER, GRANT, HAYES, HITCHCOCK, HOOKER, KEITH, LINCOLN, LOGAN, MCPHERSON, PERKINS, RED WILLOW AND SHERIDAN COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 42.00	19.80

SHEE0003-022 07/01/2023

DAWSON, FRONTIER, FURNAS, HAYES, HITCHCOCK, HOOKER, LINCOLN, LOGAN, MCPHERSON AND RED WILLOW COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 39.65	19.87

SHEE0103-002 06/01/2011

ARTHUR, BANNER, BOX BUTTE, CHASE, DAWES, DEUEL, GARDEN, GRANT, KEITH, KIMBALL, MORRILL, PERKINS, SCOTTS BLUFF, SHERIDAN AND SIOUX COUNTIES

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 U.S. Department of Labor
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 Washington, DC 20210

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 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

Designs by

Kristin



Kristin J. Steinberger
101 Sunset Drive
Lexington, NE 68850
308.746.1046 kjsteinberger@gmail.com

June 2024

Lexington Public Schools

Central Office
300 S. Washington St.

Hunter Douglas Blinds - Central Office Building

16 – Vertical Blinds

Vertical Solutions, Fashion Curves in White, headrail in White
Permassure Wand operation

**No Valance covers were included (optional, are also an additional cost on the total)

3 – Modern Metal Mini Blinds (M. Burson windows)

Sailor's Knot White with LiteRise operation

4 – Designer Roller Screens

Barista 1% opacity in color White Mocha
Clutch roller cord operation
Open roller, end mounted

**There is an option to have the roller tube enclosed in a “cassette” which would increase the total.

Total Cost with installation: \$15,708.67

Total Cost installation by Lex Schools: \$13,906.73

Additional discount also applied for providing inhouse install.

Please make payment to ***Designs by Kristin***
Thank you for your business,
I look forward to helping with any future purchases

2006 Complaint Procedure

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

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

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

Complaint and Appeal Process.

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

- a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
- b) Complaints about the operation, decisions, or personnel relating to secondary activities programs should be submitted to the Activities Director.
- c) Complaints about the operation, decisions, or personnel relating to district technology matters should be submitted to the Technology Director.
- d) Complaints about the operation, decisions, or personnel relating to district business or financial matters should be submitted to the Finance Director.
- e) Complaints about the operation, decisions, or personnel relating to special education, migrant/EL programs, curriculum/instruction, extended learning, or other student services should be submitted to the appropriate Coordinator.
- f) Complaints about Coordinators should be submitted to the Student Programs Director.
- g) Complaints about the operation, decisions, or personnel relating to buildings and grounds upkeep and maintenance

or transportation matters should be submitted to the Facilities and Transportation Director.

h) Complaints about the operation, decisions, or personnel relating to food service matters should be submitted to the Food Service Director.

i) Complaints about the operations of the school district, a building principal, or program director should be submitted in writing to the Superintendent of Schools.

j) Complaints about the superintendent of schools should be submitted in writing to the President of the Board of Education.

~~a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.~~

~~b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.~~

~~c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.~~

d)k) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may also be submitted, at any time during the complaint procedure to the ~~School District's Title IX/504~~applicable coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.

3. When a complainant submits a complaint to an administrator or ~~to the Title IX/504~~ coordinator, the administrator or ~~Title IX/504~~ coordinator shall first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator or coordinator will promptly and thoroughly investigate the complaint, and shall:

- a) Determine whether the complainant has discussed the matter with the ~~staff member~~ respondent involved.
 - 1) If the complainant has not, ~~the administrator or Title IX/504 coordinator will~~ urge the complainant to discuss the matter directly with ~~that staff member~~ the respondent, if appropriate.
 - 2) If the complainant refuses to discuss the matter with the ~~staff member~~ respondent, the administrator or ~~Title IX/504~~ coordinator shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
 - b) Strongly encourage the complainant to reduce his or her concerns to writing.
 - c) Interview the complainant and, if necessary, the respondent against whom the complaint is filed, to determine:
 - 1) All relevant details of the complaint;
 - 2) All witnesses and documents which the complainant believes support the complaint;
 - 3) The action or solution which the complainant seeks.
 - d) Respond to the complainant. If the complaint ~~involved~~ involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or ~~Title IX/504~~ coordinator ~~received~~ receives the complaint.
4. If either the complainant or the ~~accused party~~ respondent is not satisfied with the ~~administrator's or the Title IX/504 coordinator's~~ decision ~~regarding a complaint~~ her or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal. This provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.

- a) ~~This~~The appeal must be in writing.
 - b) This appeal must be received by the superintendent no later than ~~ten-three (103)~~ calendar days from the date ~~the administrator or Title IX/504 coordinator communicated his/her decision to the complainant~~of the decision.
 - c) ~~The~~For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate. ~~However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.~~
 - d) ~~Upon completion of this investigation, the~~The superintendent will prepare a written decision and inform provide it to the complainant and any other person entitled by law to receive the appeal decision in writing of his or her decision. If the complaint involved discrimination or harassmentFor complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.
5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may involve oversight or discipline of students, staff, or others, unless those involve the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:
- a) When the complaint is about a board policy, not implementation of the policy;

b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or

c) When the board is required by law, policy, or contract to hear a complaint or appeal.

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

a)~~d~~) This appeal must be in writing.

b)~~e~~) This appeal must be received by the board president no later than ten (10) calendar days from the date the superintendent communicated his/her decision to the complainant.

c)~~f~~) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.

d)~~g~~) The board president will notify the complainant and any other person legally required to receive the decision in writing of its decision. If the complaint ~~involved~~involves discrimination or harassment allegations against the Superintendent, the board president shall submit ~~its~~the decision within 180 calendar days after ~~it received~~receiving ~~complainant's~~the written appeal.

e)~~h~~) There is no appeal from any decision of the board unless authorized by law.

6. ~~When a formal complaint about the superintendent of schools has been~~Formal complaints about the superintendent shall be filed with the president of the board.~~,~~ However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board

president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:

a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.

a)b) Determine whether the complainant has discussed the matter with the superintendent.

1) If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.

2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.

~~b) Strongly encourage the complainant to reduce his or her concerns to writing.~~

c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting by the full board.

d) Respond to the complainant or appeal. If the complaint or appeal involved-involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.

d)e) Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent.

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

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

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

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

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

Bad Faith or Serial Filings. The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Individuals who file complaints (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (c) for purposes inconsistent with the efficient

operations of the district may be dismissed by the superintendent without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

Adopted on: October 8, 2012

Revised on: June 8, 2015

Revised on: June 11, 2018

Revised on: July 8, 2019

Revised on: June 10, 2024

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

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

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

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

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

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

3. Weather Delays

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

4. Minutes

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

Adopted on: October 8, 2012

Revised on: July 13, 2015

Revised on: June 12, 2017

Revised on: October 12, 2020

Reviewed and reapproved on: January 10, 2022

Revised on: June 13, 2022

Revised on: January 9, 2023

Reviewed on: January 15, 2024

Revised on: June 10, 2024

2009
Public Participation at Board Meetings

The board of education shall conduct its meetings in accordance with the Nebraska Open Meetings Act.

The board shall make reasonable efforts to accommodate the public's right to hear the discussions and testimony presented at its meetings. The board shall make available at the meeting, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed in open session of the meeting.

~~The board is not required to allow citizens to speak at each meeting, but it will provide the opportunity for public participation at least four times per year.~~ Except for closed sessions, the board will allow members of the public an opportunity to speak at each meeting. The board may make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, photographing, or recording its meetings.

The board shall not require members of the public to identify themselves as a condition for admission to the meeting, nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. However, the board shall require members of the public desiring to address the board to identify themselves, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

Adopted on: October 8, 2012

Revised on: October 9, 2017

Revised on: December 13, 2021

Revised on: June 10, 2024

Adopted on: _____

Revised on: _____

Reviewed on: _____

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

I. Applicability of the Policy

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

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$109,000, 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 purchase of 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 (Small Purchase Simplified Acquisition Procedures)

For construction projects subject to this policy, small purchasessimplified acquisitions are purchases that, in the aggregate amount, is more than \$10,000 and less than \$250,000 annually. For small purchasessimplified 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 200.32~~26~~ 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, ~~compliance with public policy,~~ compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), record of past performance, and financial and technical resources when conducting a procurement transaction.

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

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

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

~~The officers, employees, and agents~~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: June 12, 2017

Revised on: July 8, 2019

Revised on: June 12, 2021

Revised on: June 13, 2022

Revised on: June 12, 2023

Revised on: June 10, 2024 Adopted on: _____

Revised on: _____

Reviewed on: _____

3004.1 Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

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

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

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

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

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

B. Methods of Purchasing

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

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

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

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

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

~~Small purchases~~Simplified acquisitions are purchases that, in the aggregate amount, ~~is-are~~ more than \$10,000 and less than \$250,000 annually. ~~For~~For simplified acquisitions 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.

3. Purchases Over \$250,000

a) Sealed Bids (Formal Advertising)

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

b) Contract/Price Analysis

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

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

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

5. **Competitive Proposals.**

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

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

C. Use of Purchase (Debit & Credit) Cards

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

D. Federal Procurement System Standards

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

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

E. Debarment and Suspension

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

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

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

F. Settlements of Issues Arising Out of Procurements

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

III. Conflict of Interest and Code of Conduct

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

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

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

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

D. Enforcement

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

IV. Property Management Systems

A. Property Classifications

1. Equipment means tangible personal property (including information technology systems) having a useful life of more

than one year and a per-unit acquisition cost ~~which that~~ equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$~~105~~,000.

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

B. Inventory Procedure

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

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

C. Inventory Records

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

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

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

D. Physical Inventory

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

E. Maintenance

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

F. Lost or Stolen Items

The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property. The District will

notify the Federal agency or pass-through entity of any loss, damage, or theft of equipment that will have an impact on the program.

G. Use of Equipment

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

H. Disposal of Equipment

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

If the item has a current ~~FMV~~ fair market value of \$~~105~~,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency or pass-through entity.

I. Equipment Retention

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

I.J. Equipment and Capital Expenditures

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

J.K. Depreciation

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

V. Financial Management

A. Identification

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

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

The Superintendent or his/her designee must maintain effective control and accountability for all funds, real and personal property, and other assets through board review and approval of claims, an annual audit of the district's finances pursuant to the applicable 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.

VI. Written Compensation Policies

A. Time and Effort Standards

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

federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

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

B. Time and Effort Procedures

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

C. Fringe Benefits

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

D. Leave

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

E. Unexpected or Extraordinary Circumstances

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

F. Documentation for Personnel Expenses

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

VII. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

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

C. Record Keeping

1. Record Retention

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

results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

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

2. Maintenance of Procurement Records

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

D. Privacy

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

Adopted on: June 12, 2017

Revised on: July 8, 2019

Revised on: October 12, 2020

Revised on: June 12, 2021

Revised on: June 13, 2022

Revised on: June 12, 2023

Revised on: June 10, 2024 Adopted on: _____

Revised on: _____

Reviewed on: _____

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Transportation

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3017

Press Releases and Other Official Communication with the Public

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

Adopted on: September 8, 2014

Renumbered on: November 13, 2017

Adopted on: _____

Revised on: _____

Revised on: June 10, 2024 _____

3032 Fees for School District Records

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

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

- Black and white letter or legal-sized photocopies: No charge for the first 2 copies; 10 cents for each copied page thereafter.
- Computer data printouts: No charge for the first 20 pages; 10 cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

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

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

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

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

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

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

The fee schedule for public records copies is as follows:

- Black and white letter or legal-sized photocopies: No charge for the first 2 copies; 10 cents for each copied page thereafter.
- Computer data printouts: No charge for the first 20 pages; 10 cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

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

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

Adopted on: May 13, 2013
Renumbered on: June 12, 2023
Revised on: June 10, 2024

3033

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Lending Textbooks to Children Enrolled in Private Schools

~~Through June 30, 2024, the school district shall make textbooks available to private school children who reside within the district or are otherwise entitled to borrow them pursuant to statute and 92 Nebraska Administrative Code, section 4. The district is obligated to purchase and lend textbooks only to the extent that the Legislature appropriates funds to the Nebraska Department of Education to be distributed for this purpose. As used in this policy, "textbooks" shall have the definition adopted by the Nebraska State Board of Education in Rule 4.~~

~~The district shall make a request for funds by filing an application on the form prescribed by the Department of Education no later than February 15th prior to the school year for which the application is made. The application shall include: the number of applications received; the number of textbooks requested; the number of textbooks needed to be purchased to fill the requests; the purchase price of the textbooks needed to be purchased which may include up to 5% of the cost to defray administrative expense; the title, purchase price, and number requested of each textbook including any shipping or handling charges; and if applicable the amount of carryover funds remaining from the previous year, amount of funds on hand from sale of unused textbooks, and amount of funds on hand from reimbursements for damaged textbook.~~

~~Textbooks which have not been requested for three consecutive years may be classified as unused and disposed of by sale or otherwise.~~

~~On or before November 15th, the district shall prepare a list of textbooks that are designated for use in the district during the current year and a list of new textbooks designated for use the following school year. The lists shall be kept current and in a place where they may be viewed during regular business hours. The district shall maintain a separate inventory of textbooks purchased for the use of private school children residing in the district.~~

~~Any parent or legal guardian who wishes to borrow textbooks shall submit an application on the form prescribed by the Department of Education to the district's administration offices on or before January 15th prior to the school year for which the application is made. The district shall maintain a supply of blank application forms and receipt forms. It shall keep the forms that have been signed by parents and guardians in a separate file for at least 5 years.~~

~~It shall notify the parents and guardians at least 10 days prior to the start of school when and where the textbooks will be available. It shall make textbooks available to parents or guardians on or before August 15th. If the number of textbooks for a particular subject or grade level is insufficient to fill all of the requests, the textbooks shall be distributed to parents and guardians based on a random drawing.~~

~~Parents and guardians shall sign a receipt on the form prescribed by the Department of Education when they pick up the textbooks and shall return the textbooks that can be returned no later than 15 days after the district's last day of class. The district shall assess the returned textbooks for damage beyond normal wear and tear. The parent or guardian who signed the receipt is responsible for paying the reasonable cost of the repair or replacement of any book that is damaged, lost, stolen, or not returned.~~

~~The school district shall limit the loan each year to ten textbooks per student for students in grades K-6 and to eight textbooks per student for students in grades 7-12.~~

~~This policy shall terminate July 1, 2024.~~

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

3053 Nondiscrimination

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted on: May 13, 2013

Renumbered on: July 8, 2019

Revised on: June 10, 2024

Adopted on: _____

Revised on: _____

Reviewed on: _____

3057 Title IX

Nondiscrimination. The school district does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates including in admission and employment. Inquiries about Title IX may be referred to the school district's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. The school district's Title IX Coordinator may be contacted at Title IX Coordinator, 300 S. Washington St., Lexington, NE; angie.kovarik@lexschools.org; 308.324.1209. The school district's nondiscrimination policy and grievance procedures are included in <https://www.lexschools.org/district/school-board/school-board-policies/this-policy>, or can be accessed at: <https://www.lexschools.org/district/school-board/school-board-policies/>. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator.

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

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

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

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

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

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

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

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

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

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

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

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

- The location of the conduct and the context in which the conduct occurred; and
- Other sex-based harassment in the school district's education program or activity.

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

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

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

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

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

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

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

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

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

Response to Sex-based Harassment.

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

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

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

- Offer and coordinate supportive measures for the complainant and for the respondent;
- Notify the complainant or the individual who reported the conduct of the grievance procedures and, if appropriate, the informal resolution process.

- Take other appropriate steps to avoid the recurrence of sex discrimination and restore or maintain equal access to the school district's programs and activities.

Supportive Measures. The school district will provide supportive measures, as appropriate, in cases involving sex-based harassment. These measures may include but are not limited to: counseling; extending deadlines; increased supervision; no-contact directives; leaves of absence; changes in class, work, or activities, regardless of whether there is a comparable alternative; and training and education programs related to sex-based harassment. Supportive measures may be continued, modified, or discontinued at the conclusion of any grievance process. Supportive measures will not be disclosed to anyone other than the person to whom they apply and others, including school officials, who need to know the supportive measures to implement them.

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

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

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

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

Informal Resolution. The school district may offer an informal resolution process unless the complaint includes allegations that an employee engaged in sex-based harassment of a student or informal resolution would be contrary to

law. Prior to initiating informal resolution, the parties will be provided with notice of the allegations. Participation in informal resolution is voluntary, and any informal resolution will include consent from the complainant and respondent, the ability to withdraw from the process, and the right to resume the grievance process. If an agreement is reached, it precludes the parties from initiating or resuming the grievance process.

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

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

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

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

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

- The complainant's request not to proceed with the initiation of a complaint;
- The complainant's reasonable safety concerns regarding the initiation of a complaint;
- The risk that additional acts of sex discrimination would occur if a complaint is not initiated;

- The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee of the school district;
- The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
- The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and
- Whether the school district could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

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

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

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

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

Major Stage	Target Duration
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	(calendar days)
Completion of the school district's decision whether to dismiss or investigate a complaint of sex discrimination	1-15
Investigation	1-30
Determination	1-30
Appeal	1-20

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

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

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

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

Relevant and Permissible Evidence. The school district will consider relevant and permissible evidence. Relevant evidence is evidence related

to the allegations of sex discrimination under investigation as part of the grievance procedure. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.

Generally relevant evidence is permissible, but does not include:

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

Determining Whether Sex Discrimination Occurred. The school district will:

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

engaging in consensual sexual conduct based solely on the school district's determination whether sex discrimination occurred.

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

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

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

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

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

Appeal. The school district will provide the parties the opportunity to appeal the decisionmaker's written determination or a dismissal of a complaint, on the grounds identified below. The school district will implement appeal

procedures equally for the parties, including a reasonable and equal opportunity to make a statement in support of or challenging the outcome being appealed. Appeals under Title IX, like other comparable proceedings, will be handled consistent with the school district's general complaint policy.

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

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

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

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

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

Superintendent Authorized to Contract. The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the school district's investigator(s), decision-maker(s), informal

resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

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

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

Adopted on: June 13, 2022

Revised on: June 10, 2024

305989

Audio and Video Recording

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

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

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

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

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

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

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

Adopted on: June 12, 2021

Revised on: June 10, 2024

Adopted on: _____

Revised on: _____

Reviewed on: _____

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

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

I. Qualifying for Leave

A. Qualified Employees

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

Nebraska Family Military Leave Act and should consult policy 4011.1.

B. Qualified Circumstances Necessitating Leave

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

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

For purposes of this provision and this policy, "Covered Servicemember" includes both Military

Members and covered Veterans, so long as the covered Veteran was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran.

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

C. Limitations on Leave

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

daughter, parent, or next of kin of such Covered Servicemember, if the leave is taken for this reason or a combination of this reason and one of the three reasons described in paragraph I(C)(2)(a). If the leave taken by the husband and wife includes leave described in paragraph I(C)(2)(a), the limitation in paragraph I(C)(2)(a) shall apply to the leave described in I(C)(2)(a).

D. Qualifying Notice and Certification

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

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

5. Certification supporting the need for leave to care for a Veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness; and
6. Periodic reports during leave, at a frequency reasonably requested by the superintendent, regarding the employee's status and intent to return to work.

E. Scheduling Leave

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

II. Relationship with District During Leave

A. Leave to Be Unpaid

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

B. Substitution of Paid Leave

1. The school district requires employees to substitute any accrued paid vacation leave, paid personal leave, paid family leave, paid medical leave or paid sick leave for FMLA leave. However, nothing in this policy shall require the school district to provide paid sick or medical leave in any situation in which the school district would not normally provide such paid leave.

2. If an employee uses paid leave under circumstances which do not qualify as FMLA leave, the leave will not count against the number of workweeks of FMLA leave to which the employee is entitled.
3. Any paid leave which is substituted for FMLA leave will be subtracted from the number of workweeks of unpaid leave provided by the FMLA and this policy.

C. Group Health Plan Benefits

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

D. Intermittent or Reduced-Schedule Leave

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

serious health condition, or to care for a covered Veteran or Military Member, an eligible employee may take leave intermittently or on a reduced-leave schedule when medically necessary.

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

during which the leave would extend, the school district may require the employee to elect to take leave in a block, instead of intermittently, for the entire period or to transfer to an available alternative position within the school system that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave.

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

III. Return from Leave

A. Restoration to Position

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

3. An eligible employee is not entitled to accrual of any seniority or employment benefits during any period of leave, or any right, benefit, or position of employment other than to which the employee would have been entitled had the employee not taken leave.

B. Denial of Restoration

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

C. Failure to Return from Leave

If an employee fails to return from FMLA leave after the period of leave to which the employee is entitled has expired, the employee shall reimburse the district

for any premiums the employer paid for maintaining health insurance coverage for the employee during the employee's FMLA leave unless the reason the employee does not return is due to: (1) the continuation, recurrence, or onset of the serious health condition which entitled the employee to FMLA leave and the employee provides the district with sufficient certification from the proper health care provider of such continuation, recurrence, or onset of the serious health condition or (2) other circumstances beyond the employee's control.

IV. Notice to Employees

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

~~**B.** When an employee provides notice of the need for FMLA leave, the school district shall provide the employee with a copy of the "section 301(c) notice" which is attached to this policy.~~

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

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

A

Adopted on: July 8, 2013

Revised on: July 10, 2017

dopted on: _____

Revised on: _____

Revised on: _____ June 10, 2024

4053
Conflict of Interest

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

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

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

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

3. Employing Members of the Immediate Family.

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

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

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

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

Adopted on: July 10, 2017

Reviewed and renumbered on: June 13, 2022

Renumbered on: June 12, 2023

Revised on: June 10, 2024

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.

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

Discontinuing Enrollment – 5 Year Old Students

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

Discontinuing Enrollment – 16 and 17 Year Old Students

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

Only children disenrolling to attend a non-accredited 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 non-accredited schools. The superintendent may confirm the validity of the submission with the State Department of Education.

Attendance Officer

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

Absences*

1. Students are expected to attend every class, every day.
2. High School: Students must not acquire more than 10 absences, excluding absences identified in item 6 below, from any course in any given semester in order to earn academic credit for that course for that semester. Mandatory attendance at summer school is required for students who have acquired more than 10 absences in a semester in any course. Students who acquire more than 1 day of absence of mandatory summer school may lose credit for the class and may be referred to the county attorney. See student handbook for additional information.
3. Elementary and Middle School: Students must not acquire more than the equivalent of 20 school day absences, excluding absences identified in item 6 below, in a school year. Mandatory attendance at summer school is required for students who have acquired more than the equivalent of 20 school day absences in a school year. Students who acquire more than the equivalent of 3 school day absences in mandatory summer school may be referred to the county attorney. Students may appeal assignment to mandatory summer school to his/her building principal.
4. Students in grades preK-12 whose residence ceases, or when other evidence exists that they will no longer attend the school district, will be dropped from enrollment. The administration will consider requirements for residence, domicile, and attendance under state statute and Department of Education rules when making this determination. If they should subsequently return, they will be required to re-enroll once disenrolled. Unless a student provides evidence s/he had been enrolled in another school district during the period of absence or was otherwise

excused from attendance at LPS, her/his absences up to the time of re-enrollment will be counted in the determination of loss of academic credit (if applicable), assignment to mandatory summer school, and compliance with compulsory attendance laws.

5. Interventions to Reduce Absenteeism

- 1st-4th absences: The parent/guardian will be contacted.
- 5th absence: The parent/guardian will be contacted and the student will meet with his/her counselor and/or a member of the administration to discuss the reasons behind the student's absence(s) and possible solutions.
- An attendance hearing may be required at the discretion of the principal at any time. At a hearing, the parent, student, and school official and/or designated hearing officer will develop a collaborative plan to reduce barriers to regular attendance (form attached to this policy).
- The county attorney will be contacted by an administrator or hearing officer after the 20th cumulative day-equivalent absence (i.e. partial day absences will be added together in calculating cumulative days of absence) in a school year for possible violation of compulsory attendance laws.

6. *Absences caused by the following circumstances shall not be counted against a student:

- a) when a licensed health care provider (including a school nurse) has confirmed in writing, 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 is impracticable or impossible. The documentation from the provider must be turned in within seven (7) calendar days of the last day of absence, otherwise the absence will count toward the 20 days of absenteeism resulting in contact with the county attorney as described in item 5 above.
- b) due to weather conditions that have made the roads impassable so that the student's attendance is impracticable or impossible;
- c) student ~~participation in attendance at~~ a school-sponsored activity;
- d) student has been suspended or expelled from school by the school district; and
- e) an absence caused by and required of law enforcement, child protective services or a court of competent jurisdiction, confirmed in writing to the school district.
- f) up to two college visits (one day each) when accompanied by a parent or guardian; additional visits may be allowed at the discretion of the principal.

7. Upon return from every absence or partial-day absence, students shall confer with their teachers about missed classwork. Please refer to the individual teacher's class syllabus for late/makeup work procedure. See student/parent handbooks for additional information on making up assignments.

Adopted on: July 14, 2014

Revised on: May 11, 2015

Reviewed on: September 12, 2016

Revised on: July 10, 2017

Revised on: June 11, 2018

Revised on: July 8, 2019

Re-adopted on: July 13, 2020

Re-adopted on: July 12, 2021

Revised on: December 13, 2021

Revised on: June 13, 2022

Reviewed on: July 10, 2023

Disenrollment Packet

Disenrollment from school is a serious decision with significant legal ramifications. Nebraska Statutes § 79-201 to 79-209 cover compulsory attendance at public school, exceptions, and the ways that a parent or a student who has reached 18 years of age may disenroll. The forms in this packet will help parents and students complete the legally required steps.

The disenrollment process is different for students of different ages. Multiple forms are contained in this packet. You only need to complete one of the disenrollment forms. When selecting the correct form for disenrollment, please note that the forms ask about your student's current age AND what age your student will be on January 1 of the current school year.

Depending on the age of your student at disenrollment, an exit interview may be required by state law.

**Alternative Educational Arrangements for Six-Year-Old Child
Attendance Affidavit of Parent/Guardian and Student**

I, _____, am the parent or legal guardian of _____, and have legal authority to make education decisions regarding the student. My child resides in the _____ School District but will not be enrolled in and regularly attend a public, private, denominational, or parochial day school which meets the requirements for legal operation in Chapter 79 of the Nebraska statutes.

I certify that the child was born on (date) _____, is six years old, and will not reach the age of seven years old prior to January 1 of the ____ - ____ school year. I am not enrolling my child this school year because:

Please check one of the following:

____ The child is participating in an education program that I believe will prepare the child to enter grade one for the following school year.

____ I intend the child to participate in a school which has elected or will elect, pursuant to section 79-1601 of the Nebraska statutes, not to meet accreditation or approval requirements; and I intend to provide the Commissioner of Education with the required statement to that effect on or before the child's seventh birthday.

Printed Name of parent or guardian: _____

Relationship to Student: _____

Address: _____ Phone Number: (____) _____

Signature of parent or guardian: _____

Signature of student: _____

(not required if the student is too ill to attend)

COUNTY OF _____)

) ss.

STATE OF NEBRASKA)

Signed in my presence and sworn to this ____ day of _____, 201__.

Notary Public

Disenrollment of Child Between 16 and 18 Years of Age

Attendance Affidavit of Parent/Guardian and Student

I, _____ am the parent or legal guardian of _____, and have legal authority to make education decisions regarding the student. My child resides in the Lexington School District but will not be enrolled in and regularly attend a public, private, denominational, or parochial day school which meets the requirements for legal operation in Chapter 79 of the Nebraska statutes because illness makes attendance impossible or impracticable, or because financial hardships make it necessary for the child to be employed to support the child's family.

I certify that the child was born on (date) _____, and is 16 or 17 years old. I authorize and direct the school district to discontinue the child's enrollment pursuant to section 79-202 of the Nebraska statutes. I understand that state law requires an exit interview as part of the disenrollment process. I agree to attend an exit interview scheduled by the superintendent's office at a date to be determined. My child will attend the exit interview unless unable to do so due to illness.

Printed Name of parent or guardian: _____

Relationship to Student: _____

Address: _____ Phone Number: (____) _____

Signature of parent or guardian: _____

Signature of student: _____

(not required if the student is too ill to attend)

COUNTY OF _____)

) ss.

STATE OF NEBRASKA)

Signed in my presence and sworn to this ___ day of _____, 201__.

Notary Public

Superintendent Verification of Exit Interview

I _____, am Superintendent of Lexington Public Schools. Principal _____ and I attended the exit interview with the parent and child on _____, 20___. The parent and child presented the information that is required by statute. In my opinion, the parent has legal and actual charge of the child and the child's illness makes attendance impossible or impracticable, or the child is experiencing financial hardship which necessitates employment to support the family.

_____, Superintendent

Collaborative Plan Addressing Barriers to Attendance

Student Name: [Click here to enter text.](#) Student Grade: [Click here to enter text.](#)
Building: [Click here to enter text.](#) Classroom/Homeroom Teacher: [Click here to enter text.](#)

Date of Meeting: [Click here to enter a date.](#) Number of absences at time of meeting: [Click here to enter text.](#)

What are the primary reasons the student has been absent: [Click here to enter text.](#)
Based on that information, meeting participants considered the following issues (check all that apply):

- Illness related to physical or behavioral health of the child
- Educational Counseling
- Referral to community agencies for economic services
- Family or individual counseling
- Assisting the family in working with other community services
- Referral to student assistance team for possible Section 504 or IDEA eligibility
- Other: [Click here to enter text.](#)

Attendance Plan

Based on the above considerations, this attendance plan will be put into place:

Steps to be taken by school staff: [Click here to enter text.](#)

Steps to be taken by student: [Click here to enter text.](#)

Steps to be taken by parent/guardian: [Click here to enter text.](#)

Steps to be taken by third parties: [Click here to enter text.](#)

Signatures of Meeting Attendees:

Parent/Guardian: _____

Student: _____

Attendance Officer: _____

Counselor or School Administrator: _____

Other (indicate title): _____

If parents/guardians are not present at the meeting, please attach documentation showing that the school made reasonable efforts to invite the parents.

Notice to family: Nebraska law requires students to be in attendance at school each day that such school is open and in session, except when excused by school authorities or when illness or severe weather conditions make attendance impossible or impracticable. Nebraska law also requires school officials to investigate any possible violation of this requirement. ***Please note that if your student accrues more than 20 absences, the school district may refer the child to the county attorney for action under Neb. Rev. Stat. § 43-247(3)(a) and (b).***

I have received a copy of this Plan, including the above notice:

Parent/Guardian: _____

Student: _____

If parents/guardians are not present at the meeting, please attach documentation showing that the school made reasonable efforts to invite the parents.

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 ~~shall~~ 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 ~~shall~~ 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 ~~shall~~ 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-5.
- e. **Middle School Defined.** Middle school means grades 6-8.
- c.f. **High School Defined.** High school means grades 9-12.

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. **Standards for Acceptance or Rejection of Option Students.**

- 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 the student has an individualized education program under the federal Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., or has been ~~diagnosed~~ 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 the applicant the appropriate services and accommodations. The Federal Educational Rights and Privacy Rights Act (FERPA) (20 U.S.C. § 1232g) permits the release of education records when a student seeks or intends to enroll in a different school district.
- 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 an option student when acceptance of the student:

- 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 the student;
- ii. Would require the procurement of new equipment, technology, or furnishings;
- iii. Would cause or require the rearrangement of caseloads for staff and contracted professionals;
- iv. Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
- v. May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.

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

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

- i. students with brothers or sisters attending the school district, either as resident students or as option students, shall be granted first priority;
- ii. thereafter, option students shall be accepted into such program, class, grade level or school building in the order in which written applications were received by the school district.

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

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

- 6. Academic Credits and Graduation.** The school district shall accept credits toward graduation that were awarded by another school district, and shall award a diploma to an option student if the student meets the graduation requirements of the school district.
- 7. Information Regarding Schools, Programs, Policies and Procedures.** The school district, its officers and employees, shall make information about the school district and its schools, programs, policies and procedures available to all interested people.
- 8. 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 student who has submitted an application to option into the school district and the resident school district, in writing, whether the application is accepted or rejected. If an application is rejected, the reason for such rejection shall be stated in the notification. This written notice shall be sent via certified mail to the address listed on the option application.
- 9. 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.
- 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.

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

- a.** A student does not need to be released from his/her resident district or the option school district the student is attending at the time of application under the following circumstances:
 - i. When the student has relocated to a different resident school district after February 1
 - ii. When a student's option school district merges with another district effective after February 1
- b.** The school district shall accept or reject an application from a student under this paragraph using the criteria set forth in this policy and will accept or reject the application within forty-five days.

11. Cancellation of Option.

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

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

option school district and the resident school district for approval for the following year.

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

12. Authority of Superintendent.

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

Adopted on: February 10, 2013

Revised on: July 14, 2014

Revised on: June 13, 2016

Revised on: June 12, 2023

Revised on: June 10, 2024

~~[NOTE TO BE DELETED: THERE ARE THREE CHOICES FOR OPTION TRANSPORTATION BELOW; SELECT ONE AND DELETE THE OTHERS]~~

5005
~~Option~~ Transportation

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

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

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

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

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

[OPTION 1]. Option Transportation. The board of education does not provide transportation services or mileage reimbursement for option-enrolled students unless otherwise required by law.

[OPTION 2] Option Transportation. ~~The board of education provides transportation to option students only if (a) the option student lives on an existing bus route or (b) the option student makes arrangements to be picked up and dropped off at preexisting stops along an existing bus route. The district does not provide mileage reimbursement for option-enrolled students unless otherwise required by law.~~

[OPTION 3] Option Transportation. ~~The board of education shall annually set the rate for transportation services for option-enrolled students. Such transportation may only be enacted if there is mutual agreement between the school district and the parent or legal guardian of the option student. If such agreement is reached, the stops at the option homestead will be recorded by the school vehicle operator and a billing fee will be assessed to the parent or legal guardian on an annual basis. If two or more option students from the same homestead use school transportation, the district will charge for each trip made. Under no circumstances will an option student(s) be provided school transportation to and from his/her homestead if the result of such transportation (1) necessitates the addition of a third bus route and/or (2) increases the time necessary to run the complete bus route beyond the limit of one hour.~~

~~If the option student resides within the distance of one mile of the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.____ per mile per stop.~~

~~If the option student resides a distance greater than one mile but less than or equal to two miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.____ for the first mile and \$.____ for the additional mile per stop.~~

~~If the option student resides a distance greater than two miles but less than or equal to three miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.____ for the first two miles and \$.____ for the additional mile, per stop.~~

~~If the option student resides a distance greater than three miles but less than or equal to four miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.____ for the first three miles and \$.____ for the additional mile, per stop.~~

~~If the option student resides a distance greater than four miles but less than or equal to five miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.____ for the first four miles and \$.____ for the additional mile, per stop.~~

~~For distances greater than five miles from the route used to reach a homestead which is a regular bus stop for a resident student, the same formula used to determine the above quoted rates will be used to determine the fee.~~

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

Adopted on: March 10, 2014

Revised on: June 10, 2024

Adopted on: _____

Revised on: _____

Reviewed on: _____

5008 Pregnant or Parenting Students

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

I. Accommodations Regarding Attendance and Participation

A. Generally

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

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

B. Students with Disabilities

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

C. Title IX

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

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

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

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

II. Accommodations Regarding Lactation and Breastfeeding

A. Accommodations

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

B. Educational Process

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

Adopted on: February 10, 2013

Revised on: July 10, 2017

Revised on: April 9, 2018

Revised on: June 10, 2024

~~NOTE TO BE DELETED: This policy satisfies the minimum requirements of the *Healthy, Hunger-Free Kids Act of 2010* and its final rule. Schools that wish to adopt a more “aggressive” policy with higher standards may do so and should contact KSB for policy language that is in-line with their goals.~~

5052 School Wellness

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

Goals for Nutrition Promotion and Education

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

Goals for Physical Activity

- The school district’s curriculums shall include instruction on physical activity and habits for healthy living.

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

- Students will be encouraged to engage in physical activities throughout the school day and will be provided with opportunities to do so.
- The district encourages parents and guardians to support their children's participation in physical activity, to be physically active role models, and to include physical activity in family events.

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

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

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

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

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

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

Food and Beverage Marketing

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

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

new contracts, and as scoreboards or other such durable equipment are replaced or updated over time, any products that are marketed and advertised will meet or exceed the USDA Smart Snacks in School nutrition standards

Public Participation

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

Competitive Foods (Includes Food and Beverages Sold in Vending Machines, School Stores, and Fundraisers ~~or in Competition with the National School Lunch and Breakfast Programs~~)

- Definitions. "Competitive food" means all food and beverages other than meals reimbursed under programs authorized by the Richard B. Russell National School Lunch Act and the Child Nutrition Act of 1966 available for sale to students on the school campus during the school day. For the purpose of competitive food standards implementation, "school day" means the period from the midnight before to 30 minutes after the end of the official school day.
- Applicability. Except as otherwise allowed by the ~~South Dakota~~ Nebraska Department of Education or applicable law, all competitive foods and beverages sold during the school day as part of a fundraiser or for any other purpose in competition with the National School Lunch and Breakfast Programs must meet the USDA Smart Snacks Standards and the nutrition standards found in 7 CFR § 210.11. nutrition standards of those programs. The competitive food restrictions do not apply to food sold during non-school day hours, weekends, and off-campus fundraising events such as concessions during after-school sporting events, school plays or concerts; or to bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)

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

Triennial Assessment

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

- Compliance with this policy;
- How this policy compares to ~~South Dakota~~Nebraska DOE model wellness policies;
- Progress made in attaining the goals of this policy.

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

Public Notice

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

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

Recordkeeping

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

Operational Responsibility

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

Reviewed on: November 8, 2010

Revised on: December 8, 2014

Revised on: July 13, 2015

Revised on: August 14, 2017

Revised on: June 12, 2023

Revised on: June 10, 2024

Adopted on: _____

Revised on: _____

Reviewed on: _____

5035 Student Discipline

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

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

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

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

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

Pre-Kindergarten through Second Grade Students

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

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

Makeup Work for Suspended Students

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

Short-Term Suspension

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

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

The following process applies to short-term suspension:

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

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

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

Emergency Exclusion

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

Weapons and/or Firearms

~~Students may be disciplined for the possession of weapons and/or firearms pursuant to the board's separate policy on weapons and firearms or state law.~~

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

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

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

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

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

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

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

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

Long-Term Suspension

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

Expulsion

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

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

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

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

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

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

function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;

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

- h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/newbies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
- i. Bullying which shall include cyberbullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
- j. Violations of the district's acceptable computer use policy;
- k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- l. Using any object to simulate possession of a weapon;
- m. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation;
- n. Violation of the school's audio and video recording policy; and
- o. Any other violation of any board policy, handbook provision, or rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

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

delivered to the principal or superintendent in person or by registered or certified mail to the address provided on the form.

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

a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession of the school board or board of education no later than forty-eight hours prior to the hearing.

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

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

Reporting Requirement to Law Enforcement

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

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

Adopted on: April 13, 2015

Revised on: June 13, 2016

Renumbered on: March 12, 2018

Reviewed on: June 11, 2018

Reviewed and Revised on: July 8, 2019

Revised on: June 8, 2020

Revised on: June 12, 2023

Revised on: June 10, 2024 Adopted on: _____

Revised on: _____

Reviewed on: _____

5049

Firearms and Weapons - Students

[Intentionally Left Blank]

Weapons. ~~No student may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. No visitor under the age of 18 may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy.~~

Definition of Weapon. ~~The term "weapon" means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.~~

Firearms. ~~No person 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. ~~The prohibition against firearms does not apply to:~~

- ~~1. The issuance of firearms to or possession by members of the armed forces of the United States, active or reserve, National Guard of this State, or Reserve Officers Training Corps or peace officers or other duly authorized law enforcement officers when on duty or training; or~~
- ~~2. Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;~~
- ~~3. Firearms which may lawfully be possessed by a person for the purpose of using them, with the approval of the school, in a historical reenactment, in a hunter education program, or as part of an honor guard;~~
- ~~4. Firearms contained within a private vehicle **operated by a nonstudent adult** that are not loaded **and** are encased or are in a locked firearm rack that is on a motor vehicle; or~~

~~5. A handgun carried as a concealed handgun by a nonstudent adult who holds a valid permit issued under the Concealed Handgun Permit Act in a vehicle or on his or her person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area, except as prohibited by federal law.~~

~~**Definition of Encased.** The term "encased" means enclosed in a case that is expressly made for the purpose of containing a firearm and that is completely zipped, snapped, buckled, tied, or otherwise fastened with no part of the firearm exposed.~~

~~**Exceptions for Students.** The only exceptions for a student to bring or possess a weapon, including a firearm, are as follows:~~

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

- ~~1. The firearm or weapon has been brought to school grounds or to an activity or event off school grounds for some educational purpose;~~
- ~~2. The person bringing the firearm or weapon has requested and received the prior approval of both the instructor and the building principal to do so; and~~
- ~~3. All arrangements to use and store the firearm or weapon safely while it is on school premises have been agreed to and carried out.~~

~~**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.**— Administrative and teaching personnel are statutorily authorized, without a warrant, to confiscate any firearm possessed in violation of this policy. By statute, 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 or weapon to school.~~

Adopted on: _____

Revised on: _____

Reviewed on: _____

6006 Commencement Ceremony and Early Graduation

Commencement Ceremony

The district shall conduct a commencement ceremony for students who have met all graduation requirements at the end of the school year, including students graduating as juniors or mid-term seniors. 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) by 3:25 PM on the last school day for seniors will be allowed to participate in the commencement ceremony. Students are additionally required to adhere to the district attendance policy their final semester. Students who **have exceeded 10 "unexcused" absences (i.e. ones counted toward excessive absenteeism) are dropped from membership** in any class enrolled their final semester or alter the graduation cap or gown worn at graduation will not participate in the commencement ceremony; only school-issued accessories will be allowed to be worn with the cap and gown.

Early Graduation

Students are generally required to attend four years of high school (eight semesters of coursework) to be eligible to receive a diploma from the school district. The following sections address rare and extraordinary circumstances that may necessitate a student graduating early.

Early Graduation - Junior Year (after six semesters of coursework)

To be considered for "Early Graduation" from high school at the conclusion of the junior year, the student and his/her parents or guardian are required to complete and submit to the principal a "Request to Graduate Early" form by December 1 of the junior year. To be eligible for consideration, students must meet all district graduation course requirements. If course requirements have been met, reasons for graduating early are restricted to the following rare and extraordinary circumstances:

1. A serious illness or medical condition exists that makes attending school the senior year impossible or impracticable. Written verification of the illness or condition and a written recommendation from a physician are required.
2. The student will "age out" meaning he or she will turn age 22 before his/her senior year. Verification of the student's age via birth certificate or other valid identification is required.
3. Other extraordinary circumstances, as approved by the principal, that make attending the senior year impossible or impracticable. These situations are expected to be rare and extraordinary. The student and his/her parent/guardian are required to submit a written explanation of the extraordinary circumstance to the principal.

The principal, in consultation with the superintendent, shall approve or deny all requests. The decision of the principal will be final, and no appeal will be allowed. Subsequent applications for early graduation submitted on behalf of the same student will only be considered if they present additional facts or circumstances and otherwise meet the criteria of this policy.

Early Graduation – Mid-Term Senior Year (after seven semesters of coursework)

To be considered for “Early Graduation” from high school after the first semester of the senior year (mid-term; minimum of 7 semesters completed), the student and his/her parents or guardian are required to complete and submit to the principal a “Request to Graduate Early” form by December 1 of the senior year. To be eligible for consideration, students must meet all district graduation course requirements. If course requirements have been met, reasons for graduating early are restricted to the following circumstances:

1. A serious illness or medical condition exists that makes attending school the second semester of the senior year impossible or impracticable. Written verification of the illness or condition and a written recommendation from a physician are required.
2. Other extraordinary circumstances, as approved by the principal, that make attending the second semester of the senior year impossible or impracticable. The student and his/her parent/guardian are required to submit a written explanation of the extraordinary circumstances to the principal.
3. If a mid-term senior has not met either of the prior two criteria but has satisfied all graduation course requirements, he or she may graduate early by showing evidence of reading and writing competency via the successful completion of a senior-level English course or other evidence of literary mastery (including, but not limited to college readiness standards through ACT, MAP, or other approved assessments). Mid-term seniors who do not meet this standard will be required to enroll in at least one English, Reading, Speech, or other literacy competency course in their final (8th) semester of coursework. Mid-term seniors who have completed the course requirements for graduation, but have not met the literacy competency standard may choose to complete an approved school-to-community work-study course in conjunction with their required literacy coursework until either the *Lexington High School Literacy Standard* has been met or the student’s 8th semester has been successfully completed.

The principal, in consultation with the superintendent, shall approve or deny all requests. The decision of the principal will be final, and no appeal will be allowed. Subsequent applications for early graduation submitted on behalf of the same student will only be considered if they present additional facts or circumstances and otherwise

meet the criteria of this policy.

"Early Graduation" Activity/Event Inclusions

All students who meet the aforementioned "Early Graduation" eligibility requirements will be allowed to participate in the current year's spring commencement exercises and apply for scholarships for which they are eligible.

"Early Graduation" Activity/Event Exclusions

"Early Graduates" are not eligible to compete in senior class rankings, be considered for academic distinction, graduate with honors, speak at commencement, take part in the Senior Walk, be eligible for the Destination: Graduation Academic Team senior laptop competition, or participate in any other activity or honor considered exclusive to seniors. Only seniors who are in their 4th year of coursework (have completed at least seven semesters of coursework) may attend the Senior Tribute and Senior Honors Night events.

Adopted on: February 9, 2015

Revised on: August 14, 2017

Revised on: June 11, 2018

Revised on: April 12, 2021

Revised on: June 13, 2022

Revised on: June 12, 2023

6025

Student Cell Phone and Other Electronic Devices

Students are prohibited from using cellular phones or other electronic devices while at school from 8:00 am - 3:25 pm or at any other times school is in session.

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

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

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

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

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

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

See student handbooks for building-specific rules and consequences.

Adopted on: April 13, 2015

Revised on: May 14, 2018

Revised on: June 11, 2018

Revised on: June 10, 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. Pursuant to the Student Discipline Act, the principal has the authority to exclude a student from school for up to five school days on an emergency basis. If the superintendent or superintendent's designee determines that it is appropriate to consider the extension of an exclusion beyond five days, such consideration shall be made according to the procedures set forth below.

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

Opportunity to Request a Hearing. The student's parent(s) or guardian(s) may submit an ~~oral~~ request for a hearing on the proposed extension of the exclusion within one school day~~two school days~~ of receiving the initial notice of the proposed extension. ~~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. The parent(s) or guardian(s) shall notify the superintendent within one school day of receiving notice of the recommended extension and proposed hearing examiner and alternate hearing examiner if the alternate hearing examiner is preferred.

~~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 tenfive school days after the initial date of exclusion; 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. The school district shall make available to testify at the hearing any employee who is a witness to the matter upon request from the parent(s) or guardian(s).

Sworn or Affirmed Testimony. The principal or his or her designee shall present evidence supporting the recommended extension ~~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: April 13, 2015
Revised on: June 11, 2018
Revised on: June 10, 2024

6036

Reading Instruction and Intervention Services

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

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

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

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

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

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

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

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

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

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

The supplemental reading intervention program may also include:

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

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

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

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

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

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

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

Adopted on: June 11, 2018

Revised on: June 12, 2021

Renumbered on: June 12, 2023

Revised on: June 10, 2024

Adopted on: _____

Revised on: _____

Reviewed on: _____

6200
District Sponsorship of National Competitions

The school district may provide the use of and fuel for a school district vehicle(s) or its cost equivalency for airline tickets in transporting a qualifying student(s) and sponsor(s) to a national competition for approved school activity groups or programs held in the contiguous 48 states. For the 2023-2024 year and subsequent years, unless amended by the board, approved groups and programs include and are restricted to FCCLA, FFA, Journalism, National History Day, Powerlifting, SkillsUSA, and Speech. The sponsors of additional groups or programs wishing to be considered under this provision must submit a request directly to the board at least six months prior to the date of the anticipated national competition. The board reserves the right to approve or deny any application. Unless otherwise authorized by the board, a state-level qualifying competition shall be used in determining an individual's or group's qualification for any national ~~_or international~~ competition. Each qualifying group is limited to one approved competition per school year.

Other sponsor expenses for approved groups or programs: The district may pay travel and other reasonably related expenses for a school district sponsor(s) to accompany the qualifying student or students if sponsor attendance is required or deemed necessary for supervision.

Other student expenses for approved groups or programs: All associated costs of attendance (meals, airline tickets, entry fees, etc.), except as provided for in the first paragraph of this policy, are the responsibility of the student(s) and will not be funded by the school district.

Travel requests shall be submitted to the activities director on the appropriate district form 40 days prior to, or as soon as possible, to the anticipated competition date. When possible, out-of-state and/or overnight travel requests shall be approved in advance by the board of education. In the event the board is not able to meet before a decision needs to be made, the superintendent is authorized to make a decision per the terms of this policy.

Adopted on: June 13, 2016

Revised on: June 11, 2018

Reviewed on: February 11, 2019

Revised and renumbered on: June 12, 2023

Revised on: August 14, 2023

Revised on: June 10, 2024

3060
Firearms and Weapons for Non-Students

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

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

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

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

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

3. Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;
4. Firearms which may lawfully be possessed by a person for the purpose of using them, with the approval of the school, in a historical reenactment, in a hunter education program, or as part of an honor guard;

5. Firearms contained within a private vehicle ***operated by a nonstudent adult*** that are not loaded ***and*** are enclosed in a case or are in a locked firearm rack that is on a motor vehicle; or
6. A handgun carried as a concealed handgun by a nonstudent other than a minor or prohibited person in a vehicle or on his or her person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area.

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

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

Adopted on: June 10, 2024

6039

Repeat of Grade at Parent-Guardian Request

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

Students in Kindergarten through Fourth Grade

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

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

Students in Fifth through Twelfth Grade

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

Procedure for Parent Requests for Student Grade Repetition

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

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

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

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

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

Adopted on: June 10, 2024

Revised on: _____

Reviewed on: _____

6040

Prekindergarten and Transitional Kindergarten Programs

Early Learning Academy

The school board establishes a program at the Early Learning Academy (ELA) to provide prekindergarten services to resident students and if capacity exists, non-resident students, as determined by the ELA Director. The school district will assure program compliance with state law and 92 NAC 11 (Nebraska Department of Education "Rule 11"). The availability of the program is subject to the district being able to employ and retain appropriate and qualified personnel.

Purpose. The purpose of the program is to promote the social, emotional, intellectual, language, physical, and aesthetic development and learning for the children served and to promote family development and support.

Age Participation. Children will be eligible for enrollment as soon as they turn 4 years of age, unless they qualify sooner for special education services.

Program Length. For students not qualifying for Migrant Education, the program consists of a half day of school for four days per week. For those qualifying for Migrant Education, the program consists of a full day of school for four days per week.

Program Coordinator. The program will be coordinated by an individual qualified by law to be a Program Coordinator.

Program and Staff Requirements. All teachers and administrators in prekindergarten programs must hold a valid certificate or permit to teach issued by NDE except as otherwise allowed by law or Rule 11.

Participation and Inclusion. Participation of children and families in the program will be voluntary. The program will not exclude children verified as having disabilities and will include to the extent possible children of diverse social and economic characteristics.

Birth Certificates. Within 30 days of enrollment, parents or guardians must submit a certified copy of the child's birth certificate or other documentation in compliance with the Missing Children Identification Act (sections 43-2001 through 43-2012).

Instructional Hours. Each class in the program will operate a minimum of 12 instructional hours per week during the school year. Programs receiving grant funds pursuant to state law will operate a minimum of 450 instructional hours per school year.

Fees. The district may charge a fee for its program in accordance with the Policy 5045 - Student Fees, provided that the fee may not exceed the actual cost of the program. If the district charges a fee, it will also use a sliding fee scale in order to maximize the participation of economically and categorically diverse groups. The district may waive fees on the basis of need.

General Reports. The head administrator will include information about the program in the NDE approved data system. All early childhood data is due as specified by the data system calendar.

Early Childhood Program Report. An Early Childhood Program Report Form will be submitted annually by October 15 on the form required by NDE.

Planning. Each program will have a planning period that complies with the requirements of Rule 11.

Coordination with Existing Programs and Funding Sources. The district will develop, and keep on file, a written plan to show that the program will be coordinated or contracted with existing programs in compliance with Rule 11 requirements. The district will develop and keep on file a written plan to coordinate and use a combination of local, state, and federal funding sources including, but not limited to, those listed in Rule 11 in order to maximize the participation of economically and categorically diverse groups of children and to ensure that participating children and families have access to knowledge of comprehensive services that may be available.

Additional Rule 11 Requirements. Rule 11 includes additional requirements that are not included in this policy, including but not limited to requirements addressing family development and support; developmentally and culturally appropriate curriculum, practices, and assessment; evaluation and quality assurance; program staff; child/staff ration and group size; facilities, equipment, health, and safety; meals and snacks, immunizations; supervision; toileting; infants and toddlers; Sixpence programs; and home-based programs. The district will comply with these additional requirements that are applicable to the program.

Special Education Act Compliance. Nothing in this policy allows the school district to fail to meet its responsibilities under the Special Education Act (section 79-1110 through 79-1167). To the extent there is any conflict between this policy or Rule 11 with the Special Education Act, the Act shall control.

Transitional Kindergarten Program

Children who are age-eligible for kindergarten shall be considered, at the district's sole discretion based on the developmental needs of each child, for the District's Transitional Kindergarten Program. Parents must approve of their children's placement in the program. The program may be limited by capacity at the discretion of the building principal. Program participants spend two years in kindergarten before advancing to first grade.

Adopted on: June 10, 2024

Revised on: _____

Reviewed on: _____

6041
Malcolm X Day Education

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

Adopted on: June 10, 2024

Revised on: _____

Reviewed on: _____

6042 Projection Maps

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

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

Adopted on: June 10, 2024

Revised on: _____

Reviewed on: _____



LEXINGTON PUBLIC SCHOOLS
STUDENT/PARENT/ACTIVITIES HANDBOOK
2024-2025

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WELCOME

Dear Students and Parents:

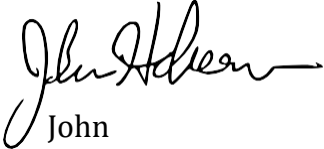
On behalf of the faculty, administration and board of education, we welcome you to another school year. We are looking forward to helping your children reach their learning potential and achieve their educational goals in the upcoming year.

Please read this handbook carefully. Students and their parents are responsible for knowing the rules, regulations, and procedures covered in this handbook. The student handbook is an extension of school policies and has the force and effect of board policy when approved by the board of education.

There are several forms at the end of this handbook which you must read, sign (if applicable) and return no later than September 1, or one week after receiving the handbook if you enrolled after the start of school.

This handbook contains information of value to every student and parent. It contains explanations of school regulations and procedures necessary for our school to run smoothly and efficiently. If you are ever in doubt about what is the right thing to do, ask a classroom teacher, speak with the building principal, or contact my office.

Sincerely,



John
Hakonson
Superintendent

INTENT OF HANDBOOK

This handbook is intended to be used by students, parents and staff as a guide to the rules, procedures, and general information about this school district. Students and their parents must become familiar with the handbook, and parents should use it as a resource and assist their children in following the rules contained in it. The use of the word “parents” refers to any adult who has the responsibility for making education-related decisions about a child, including, but not limited to biological parents, adoptive parents, legal guardians, and adults acting in loco parentis.

Although the information in this handbook is detailed and specific on many topics, it is not intended to be all-encompassing or to cover every situation and circumstance that may arise during a school day or school year. This handbook does not create a “contract” with parents, students or staff, and the administration may make decisions and rule revisions at any time to implement the educational program and to assure the well-being of all students. The administration is responsible for interpreting the rules contained in the handbook. If a situation or circumstance arises that is not specifically covered in this handbook, the administration will make a decision based on applicable school district policies, and state and federal statutes and regulations.

NOTICE OF NONDISCRIMINATION

Lexington Public Schools does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The school district prohibits sex discrimination in any education program or activity in any education program or activity that it operates.

Students who believe that they have been the subject of unlawful discrimination or harassment due to their disability, or that have other related concerns or questions, should contact the following Section 504 Coordinator: Amy Peplitsch at 308.324.1231, by email at amy.peplitsch@lexschools.org or in person at the District Administration Building.

Students who believe that they have been the subject of unlawful discrimination or harassment due to their sex, or that have other related concerns or questions, should contact the Title IX Coordinator: Angie Kovarik at 308.324.1209, by email at angie.kovarik@lexschools.org, by mail at Lexington Public Schools, 300 S Washington St, Lexington, NE 68850 or in person at the District Administration Building. The School District’s specific Notice of Nondiscrimination on the Basis of Sex may be accessed at the following link: <https://www.lexschools.org/title-ix/>

Students who believe that they have been the subject of unlawful discrimination or harassment due to their race, color, or national origin, or that have other related concerns or questions, should contact the Title VI Coordinator: Angie Kovarik at 308.324.1209, by email at angie.kovarik@lexschools.org, by mail at Lexington Public Schools, 300 S Washington St, Lexington, NE 68850 or in person at the District Administration Building.

Students who believe that they have been the subject of any other unlawful discrimination or harassment should contact the Student Services Director, Angie Kovarik at 308.324.1209, by email at angie.kovarik@lexschools.org or in person at the District Administration Building. Students may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

For additional prohibited discrimination and related information, please review school district Policy 3053 - Nondiscrimination.

SECTION ONE: BASIC SCHOOL RULES AND GENERAL PRACTICES

Attendance and Excessive Absenteeism (Policy 5001)

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 handbook.

Discontinuing Enrollment – 5 Year Old Students

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

Discontinuing Enrollment – 16 and 17 Year Old Students

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

Only children disenrolling to attend a non-accredited 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 non-accredited schools. The superintendent may confirm the validity of the submission with the State Department of Education.

Attendance Officer

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

Absences*

- 1) Students are expected to attend every class, every day.
- 2) High School: Students must not acquire more than 10 absences, excluding absences identified in item 6 below, from any course in any given semester in order to earn academic credit for that course for that semester. Mandatory attendance at summer school is required for students who have acquired more than 10 absences in a semester in any course. Students who acquire more than 1 day of absence of mandatory summer school may lose credit for the class and may be referred to the county attorney.
- 3) Elementary and Middle School: Students must not acquire more than the equivalent of 20 school day absences, excluding absences identified in item 6 below, in a school year. Mandatory attendance at summer school is required for students who have acquired more than the equivalent of 20 school day absences in a school year. Students who acquire more than the equivalent of 3 school day absences in mandatory summer school may be referred to the county attorney. Students may appeal assignment to mandatory summer school to his/her building principal.
- 4) Students in grades preK-12 whose residence ceases, or when other evidence exists that they will no longer attend the school district, will be dropped from enrollment. The administration will consider requirements for residence, domicile, and attendance under state statute and Department of Education rules when making this determination. If they should subsequently return, they will be required to re-enroll once disenrolled. Unless a student provides evidence s/he had been enrolled in another school district during the period of absence or was otherwise excused from attendance at LPS, her/his absences up to the time of re-enrollment will be counted in the determination of loss of academic credit (if applicable), assignment to mandatory summer school, and compliance with compulsory attendance laws.
- 5) Interventions to Reduce Absenteeism
 - a) 1st-4th absences: The parent/guardian will be contacted.
 - b) 5th absence: The parent/guardian will be contacted and the student will meet with his/her counselor and/or a member of the administration to discuss the reasons behind the student's absence(s) and possible solutions.
 - c) An attendance hearing may be required at the discretion of the principal at any time. At a hearing, the parent, student, and school official and/or designated hearing officer will develop a collaborative plan to reduce barriers to regular attendance (form attached to this policy).
 - d) The county attorney will be contacted by an administrator or hearing officer after the 20th cumulative day-equivalent absence (i.e. partial day absences will be added together in calculating cumulative days of absence) in a school year for possible violation of compulsory attendance laws.
- 6) *Absences caused by the following circumstances shall not be counted against a student:
 - a) when a licensed health care provider, including a school nurse, has confirmed in writing, 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 is impracticable or impossible. The documentation from the provider must be turned in within seven (7) calendar days of the last day of absence, otherwise the absence will count toward the 20 days of absenteeism resulting in contact with the county attorney as described in item 5 above.
 - b) due to weather conditions that have made the roads impassable so that the student's attendance is impracticable or impossible;
 - c) student participation in a school-sponsored activity;
 - d) student has been suspended or expelled from school by the school district; and

- e) an absence caused by and required of law enforcement, child protective services or a court of competent jurisdiction, confirmed in writing to the school district.
 - f) up to two college visits (one day each) when accompanied by a parent or guardian; additional visits may be allowed at the discretion of the principal.
- 7) Upon return from every absence or partial-day absence, students shall confer with their teachers about missed classwork. Please refer to the individual teacher's class syllabus for late/makeup work procedure. See student/parent handbooks for additional information on making up assignments.
- 8) **Pregnant and Parenting Students**
The District will not discriminate in its education program or activity against any student based on the student's current, potential, or past pregnancy. Students who are pregnant or parenting are encouraged to continue participating in the district's educational and extracurricular programs. Students who anticipate deviations from their regular school experience or accrue absences due to pregnancy or parenting should notify their building principal as early as possible to discuss their educational programming in collaboration with the Title IX Coordinator.

Band (Policy 5045)

Students may participate in the elementary band and begin taking band lessons in the 5th grade. Students in grades 6-8 may participate in the middle school band; grades 9-12 may participate in the high school band. Instruments will be provided by students or the school as provided by school policy. Fees may be charged as allowed or provided in the Public Elementary and Secondary Student Fee Authorization Act and the school's student fee policy (5045) or other applicable policy.

Bills (Policy 3025)

Students should pay bills for supplies, fines, shop materials, clothing orders, etc. in the school bookkeeper's office. Any check for these payments should be made out to Lexington Public Schools unless otherwise instructed. Pursuant to board policy, the district will assess an additional penalty of \$10 for any check returned from the bank for insufficient funds.

When students purchase items of significant value, such as class rings and letter jackets, they must make payment at the time of purchase or when the order is placed.

Birth Certificates

State law requires that a certified copy of a student's birth certificate be used when enrolling a new student in school. If your child is registering with Lexington Public Schools for the first time, you may obtain this document from the Bureau of Vital Statistics in the state in which your child was born. Assistance in obtaining birth certificates may be obtained from Health Records Management, P.O. Box 95065, Lincoln, NE 68509-5065. There is a fee per certificate.

Please note: The document parents receive from the hospital looks like a birth certificate, but it is not a certified copy. A certified copy has the raised seal of the state of Nebraska on it and is signed by the director of vital statistics.

If a birth certificate is unavailable, other reliable proof of a student's identity may be used. These documents could include naturalization or immigration documents showing date of birth or official hospital birth records, a passport, photo I.D., driver's license, baptismal certificate, affidavit specifying child's identity and age, or a translation of a birth certificate from another country. The documents must be accompanied by an affidavit explaining the inability to produce a copy of the birth certificate.

Books and Supplies

Students must take care of books and other supplies provided by the district. The school will assess fines for damage to books and school property.

Students must supply their own consumable items such as pens, pencils, tablets, notebooks, erasers, and crayons. Each classroom teacher will prepare a supply list for students at the beginning of the school year.

Bulletin Boards (Policy 5042)

Bulletin boards are maintained throughout the building to communicate general information, material, and school announcements. Students should check the bulletin boards carefully each school day. A written copy of daily announcements will be posted on the main bulletin board by the offices.

Bulletin board or electronic publishing space may be provided for the use of students and student organizations for notices relating to matters of general interest to students. The following general limitations apply to all posting or publishing:

1. All postings must be approved by the appropriate building principal or designee. Students may not post any material containing any statement or expression that is libelous, obscene, or vulgar; that would violate board of education policies, including the student code of conduct; or that is otherwise inappropriate for the school environment.
2. All postings must identify the student or the student organization posting or publishing the notice.
3. Material shall be removed after a reasonable time to assure full access to the bulletin boards or electronic publishing media.

Bullying (Policy 5054)

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

The disciplinary consequences for bullying will depend on the severity, frequency, duration, and effect of the behavior and may result in sanctions up to and including suspension or expulsion. Students who believe they are being bullied should immediately inform a teacher or the building principal.

Reporting Bullying

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

Bullying Investigations

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

deliberately indifferent to allegations of bullying.

Candy and Gum

Students may not bring candy or gum to school unless they have prior permission from their classroom teacher or the administration.

Class Dismissal

Classes are in session from the ringing of the tardy bell until the teacher dismisses the class. The bell at the end of the period is not a dismissal bell, and students may not leave their classrooms until they have been excused by their classroom teacher.

Classroom Behavior

Student behavior and attitude in the classroom must be cooperative and serious. All students must:

- arrive to class on time;
- prepare for class with all necessary materials;
- be considerate of others;
- respond promptly to all directions of the teacher; and
- take care of school property and the property of others.

Teachers will establish classroom conduct rules which students must obey.

Closed Campus (Policy 5032)

Students may not leave the building without permission from the administration. Students may leave campus to go home for lunch if parents pick up their children and provide written permission submitted to the office.

Communicable Diseases (Policy 3048)

The school district strives to provide a safe environment for both students and staff while safeguarding the rights of all students and employees, including those with communicable diseases. Communicable diseases are defined by the Nebraska Department of Health and Human Services in Title 173 Nebraska Administrative Code Chapter 1 and include HIV/AIDS, Hepatitis (A, B, and E), Measles, Mumps, and Tuberculosis.

School Attendance and Participation in School Sponsored Activities. A student who has been diagnosed with a communicable disease shall be provided with educational services in accordance with state law and board policy. Generally, individuals with a communicable disease will be restricted only to the extent necessary to prevent the transmission of the disease, to protect their health and rights of privacy, and to protect the health and safety of others. The decision regarding a student's education program and placement shall be made on an individual basis in light of current medical and educational information and recommendations. These will be determined by the superintendent, the student's Section 504 or Individualized Education Program (IEP) team, or the district's Crisis Team. In addition, participation in Nebraska School Athletic Association (NSAA) events will be subject to its rules and procedures, if any.

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 plan will be modified, if appropriate, based upon the best new medical information provided by the above sources.

The superintendent will take appropriate measures if there is an epidemic or outbreak of a communicable disease which may include, but it's not limited to, the emergency exclusion or alternative placement of students or the closure of a school building or the entire school district.

Confidentiality. The existence of an individual's communicable disease shall be treated as confidential and will be limited to school staff on a "need-to-know" basis. If it is necessary to inform a person of another's condition (due to exposure, for instance), the person will be notified of the confidentiality of that disclosure. In addition, any communication about a student's communicable disease shall be consistent with that student's IEP or Section 504 Plan, if any.

Nebraska Health and Human Services recommends the following:

Bedbugs. See Policy 5065.

Chicken Pox. May return to school after a minimum of 5 days after onset of skin eruption or when vesicles become dry.

Diphtheria. Must have physician's written permission to return to school.

Fifth Disease. Exclude until fever and malaise are gone. May return with rash with documented physician approval. Any students or staff who are pregnant or immuno-deficient are to consult their physician.

German Measles (Rubella). May return to school in a minimum of 4 days after appearance of rash.

*Head lice. See Policy 5062. The school will contact the parents of students discovered to have live head lice, and ask them to remove the student from school. Students will not be allowed to return to school until they are free of live lice. When lice are detected on one family member, parents should check all other family members for the presence of lice and treat them if necessary. All infested clothing, bed linen, and other articles should be laundered in hot water (130 degrees Fahrenheit) or dry-cleaned. Carpets, upholstery, and mattresses should be vacuumed thoroughly. Combs and brushes should be soaked in hot water for five to ten minutes.

Hepatitis A. Exclude for no less than 7 days after onset of jaundice. May return with documented physician approval. Careful hand washing is essential.

*Impetigo. To be excluded upon recognition by teacher or nurse. May be readmitted following treatment by physician.

Influenza. Exclude for duration of illness.

Measles (Rubeola). May return to school in a minimum of 4 days after appearance of rash.

Meningitis (Bacterial & Viral). Exclude for duration of illness. Return with documented physician approval.

Mumps. May return to school after swelling has subsided.

Pertussis (Whooping Cough). Exclude, may return with documented physician approval.

*Pink eye. Exclude symptomatic cases. Need treatment by physician. May return when eye(s) appear

normal, or with physician's permission that child is no longer infectious. If a written permit from the doctor indicates that it is satisfactory to return to school prior to the number of days listed, the school shall honor this request. School staff members will adhere to Infection Control Procedures regarding precautions against transmission of disease for all students and faculty.

Pinworm. Exclude until treated, as documented by a physician.

Pulmonary Tuberculosis. Exclude, physician treatment essential. May return with documented physician approval.

*Ringworm. Upon suspicion of ringworm a student will be referred to the nurse and the site will be covered. A physician referral will be made.

*Scabies. To be excluded upon recognition by teacher or nurse. May be readmitted the day after treatment is started.

Scarlet Fever, Streptococcal Infection, Scarletina, Strep Throat. Exclude until no fever and under treatment for 24 hours.

* If unable to contact a parent, or if a parent is unable to pick up the student during the school day the student will remain in the classroom, and a note will be sent home with the student at the end of the day.

Communicating with Parents (Policy 5019)

Parents shall be kept informed of student progress, grades, and attendance through report cards, progress reports, and parent/teacher conferences. The school district will notify parents if their students are failing or close to failing, either through communication from the school or through parental access to the district's student information system. The school district will endeavor to notify parents of failing students prior to entry of the failing grade on the student's report card. Parents will also be notified of their student's possible failure to meet graduation requirements. Other pertinent information will be communicated to parents by mail, electronic communication, telephone calls, by personal contact or other appropriate method. Official transcripts of student progress, grades, and attendance will be sent to other school systems upon the student's transfer when the district receives a written request signed by the student's parent or guardian or upon being notified that the student has enrolled in another school.

By providing the school district with their telephone number(s), parents agree to receive notifications from the school district's automatic notification system.

Complaint Procedure (Policy 2006)

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

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

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

Complaint and Appeal Process.

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant reasonably believes speaking directly to the person would subject complainant or complainant's student to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, coordinator, superintendent, or president of the board of education, as set forth below. Anyone with questions about the appropriate person to speak with may request clarification from the Superintendent.
 - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
 - b) Complaints about the operation, decisions, or personnel relating to secondary activities programs should be submitted to the Activities Director.
 - c) Complaints about the operation, decisions, or personnel relating to district technology matters should be submitted to the Technology Director.
 - d) Complaints about the operation, decisions, or personnel relating to district business or financial matters should be submitted to the Finance Director.
 - e) Complaints about the operation, decisions, or personnel relating to special education, migrant/EL programs, curriculum/instruction, extended learning, or other student services should be submitted to the appropriate coordinator.
 - f) Complaints about coordinators should be submitted to the Student Programs Director.
 - g) Complaints about the operation, decisions, or personnel relating to buildings and grounds upkeep and maintenance or transportation matters should be submitted to the Facilities and Transportation Director.
 - h) Complaints about the operation, decisions, or personnel relating to food service matters should be submitted to the Food Service Director.
 - i) Complaints about the operations of the school district, a building principal, or director should be submitted in writing to the Superintendent.
 - j) Complaints about the Superintendent should be submitted in writing to the President of the Board of Education.
 - k) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may also be submitted at any time during the complaint procedure to the applicable coordinator. Complaints involving discrimination or

harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.

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

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

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

- d) This appeal must be in writing.
 - e) This appeal must be received by the board president no later than ten (10) calendar days from the date the superintendent communicated his/her decision to the complainant.
 - f) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment allegations against the Superintendent shall be promptly and thoroughly investigated by the President of the Board or a designee.
 - g) The board president will notify the complainant and any other person legally required to receive the decision in writing of its decision. If the complaint involves discrimination or harassment allegations against the Superintendent, the President of the Board shall submit the decision within 180 calendar days after receiving the written appeal.
 - h) There is no appeal from any decision of the Board unless authorized by law.
6. Formal complaints about the Superintendent shall be filed with the President of the Board. However, complaints about the Superintendent do not include disagreement with the Superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the Superintendent. Upon receipt of a complaint, the President of the Board or his or her designee shall promptly and thoroughly investigate the complaint, and shall:
- a) Coordinate with school district staff, other than the Superintendent, to determine if another procedure in policy or law requires the complaint against the Superintendent to follow

another procedure. If so, the President of the Board will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the Superintendent, the President of the Board or, at his or her discretion, the full Board will serve only to hear any appeal by a party to the complaint.

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

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

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

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Student Programs Director. The Student Programs Director will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

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

Complaints about the educational services provided to a student who is suspected of having a disability must be submitted in writing to the school district's Student Programs Director or to the district's 504 Coordinator. The Student Programs Director or 504 Coordinator will either refer the student for possible

verification as a student with a disability or will provide prior written notice of the district's refusal to do so.

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

Contact Information

Parents must supply the school with their student's address and telephone number as well as information about how to reach a responsible adult during the school day. Parents must promptly inform the school if this contact information changes during the school year.

Copyright Compliance (Policy 3020)

The school district complies with federal copyright laws. Students must comply with copyright laws when using school equipment or working on school projects and assignments. Federal law prohibits the unauthorized reproduction of works of authorship, regardless of the medium in which they were created.

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. "Fair use" of a copyrighted work includes reproduction for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research. Students who are unsure whether their proposed reproduction of copyrighted material constitutes "fair use" should consult with their teacher or building principal, and review the school district's copyright compliance policy. You can find more information on copyright compliance requirements and permitted uses from the U.S. Copyright Office at: <https://copyright.gov/history/> and the Library of Congress at the following site: <http://www.loc.gov/teachers/usingprimarysources/copyright.html>

Damage to School Property

Students who damage school property either intentionally or unintentionally may be required to pay to replace or restore the property, at the discretion of the administration.

Dating Violence (Policy 5030)

Dating violence, as that term is defined by Nebraska law, will not be tolerated by the school district. Students who engage in dating violence on school grounds, in a school vehicle or at a school activity or that otherwise violates the Nebraska Student Discipline Act will receive consequences consistent with the Act and the district's student discipline policies.

The school district shall provide dating violence training to staff deemed appropriate by the administration and in accordance with Nebraska law.

Discrimination and Harassment

Students who believe that they have been the subject of unlawful discrimination or harassment due to their disability should contact the following Section 504 Coordinator: Amy Peplitsch at 308.324.1231, by email at amy.peplitsch@lexschools.org or in person at the District Administrative Office Building. Students who believe that they have been the subject of unlawful discrimination or harassment due to their sex should contact the following Title IX Coordinator: Angie Kovarik at 308.324.1209, by email at angie.kovarik@lexschools.org, by mail at Lexington Public Schools, 300 S. Washington St., Lexington, NE

68850 or in person at the District Administrative Office Building. Students who believe that they have been the subject of any other unlawful discrimination or harassment should contact the Student Services Director, Angie Kovarik at 308.324.1209, angie.kovarik@lexschools.org or in person at the District Administrative Office Building. Students may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

Dress Code (Policy 5031)

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

Students are prohibited from wearing the following attire:

1. Clothing displaying indecent, suggestive or profane writing, pictures or slogans
2. Clothing that advertises or displays alcohol, tobacco or any illegal substance
3. Caps, hats, bandannas, and hoods worn over the head during the school day
4. Bare feet and footwear determined to be inappropriate by the building principal
5. Short-shorts and biker shorts
6. Hairstyles which distract from the learning process or the health and safety for either the student or others
7. Any clothing that could cause damage to others or school property
8. Shirts, blouses, or other clothing worn unbuttoned, unzipped, or otherwise inappropriately unfastened, as determined by the principal
9. "Grubby clothes," those which are purposely torn or bedraggled or threadbare, dirty or disheveled
10. Costumes and/or those clothes intended only for leisure (including pajamas), entertaining or special occasions
11. Bare "midriff" (belly button) styles, see-through and low cut blouses, halters, tank tops or thin-strapped tops (spaghetti straps)
12. Pants and shorts worn below the waist so as to expose undergarments
13. Pants that drag on the floor
14. Chains hanging or attached to pants or shorts
15. Coats during school hours unless the student has permission from the principal
16. Clothing with tears or holes that expose flesh above the thighs or underclothes
17. Face coverings. District administrators may require the wearing of face coverings to limit the spread of COVID-19.

Students who violate dress code guidelines will be required to correct the violation by changing into something appropriate at school or returning home to change. A detention or suspension may be given to make up the time away from school. Repeated dress code violations may result in more severe consequences.

Drug Free Schools

The board of education has adopted policies to comply with the Federal Drug-Free Schools and Communities Act. Students are prohibited from using, possessing or selling any drug, alcohol, tobacco product, including the use of vapor products, alternative nicotine products, or any other such look-alike product, while on school grounds, at a school activity or in a school vehicle. In addition, students who

participate in the school's activities program should refer to the Activities Handbook which prohibits the use or possession of alcohol, controlled substances, tobacco, and e-cigarette at all times.

Any student who violates any school policy regarding drug, alcohol, tobacco, and e-cigarette use will be disciplined, up to and including short-term suspension, long-term suspension, or expulsion from school and/or referral to appropriate authorities for criminal prosecution.

Early Dismissal

Early dismissal times are listed on the calendar and in the school newsletter. All early dismissals are at 1:30 p.m. unless otherwise decided by the superintendent.

Emergency Contact Information

Parents must complete an emergency information card for each child enrolled in the district. The card should list the family physician's name, where parents or a responsible adult can be located, and any necessary emergency instructions.

Evacuations, Lockdowns, and Reunifications

The school district will hold routine evacuation drills throughout the school year. Whenever the fire alarm sounds, all students and faculty must evacuate the building in a quiet and orderly fashion and remain outside until told to return to the building. Classroom teachers will provide students with detailed instructions on building evacuations.

Additionally, the district uses a Standard Response Protocol (SRP) for handling school emergencies including the need for student evacuation of the building and reunification with parents. An overview of these procedures can be found in Section 7 at the back of this handbook.

Field Trips (Policy 6027)

Classes occasionally take field trips off school property for educational enrichment. A student's parent or caregiver, as that term is defined in the Nebraska Strengthening Families Act, must authorize a student to participate in a field trip by signing a permission slip and providing it to the school before the field trip. Students who have not completed classroom work on time may not be allowed to attend field trips. Students must comply with the student code of conduct, any applicable extracurricular conduct codes, and all directives by trip chaperones. Parents/guardians may be asked to assist with these field trips, provided they pass a background check through the central office. Parents will receive prior notification for all field trips.

First-Aid

First-aid items may only be used by school staff. Students who need first aid should ask for assistance from their classroom teacher or the nearest staff member.

Guidance Services

The Lexington Public Schools employs guidance counselor(s) for the purpose of assisting with the District's testing program and to assist with scheduling and for students to discuss problems and resolve conflicts. Guidance and counseling services are available to every student in the school. Your counselor is here to help you with support and recommended resources with any concerns or difficulties you may have in or out of school. The school counselor does not provide therapy for ongoing problems. You may make an appointment to see the counselor by receiving permission from your classroom teacher or your building principal. A school psychologist is also available in this school district.

Health Problems Limiting Activities

Parents who do not want their children to play outdoors or participate in physical education for health reasons must send an excuse from a health care provider to the building office. If a student persistently

requests to be excused from these activities, the building principal or classroom teacher may require a doctor's verification.

Parents should notify principal or superintendent if their student has any special health problems such as diabetes, asthma, etc.

Health Screening

Students in the Lexington Public Schools will be given a screening exam of their vision, hearing, teeth, height, weight and blood pressure through the school health services.

Referral notes will be sent home with those students who at the time of the examination and/or re-examination appear to need further evaluation. It should be understood that these referrals are only a suggestion to a parent that a problem may exist. It is the responsibility of the parent to follow up with an evaluation by a physician or eye doctor. The school is especially concerned when a health condition has an impact on the student's work.

Health Services

A school nurse is employed by the Lexington Public Schools and is available to assist with illnesses, school injuries and health education. Students are requested to keep health information up to date by reporting to the nurse any disease, immunization, allergy, medication changes, or other pertinent health information.

Homeless Children and Youth (Policy 5014)

Homeless students generally include children who lack a fixed, regular, and adequate nighttime residence, as further defined by applicable state and federal law.

It is the school's policy not to stigmatize or segregate homeless students on the basis of their status of being homeless. Transportation for homeless students who enroll in the district shall be furnished by the district under the same guidelines applying to other students or if such transportation is necessary for compliance with federal law.

Each homeless child shall be provided services for which the child is eligible comparable to services provided to other students in the school selected regardless of residency. Homeless children shall be provided access to education and other services that such children need to ensure that they have an opportunity to meet the same student performance standards to which all students are held.

If a homeless child registered to attend school in the district is receiving family reconciliation services pursuant to state law, the district will work in cooperation with any county or department of social services in the district to jointly develop an educational program for the child. The district's homeless coordinator is Angie Kovarik, who may be contacted at (308) 324-1209.

Illness or Injury at School

Students who feel ill or are hurt while at school should seek immediate assistance from their classroom teacher or the nearest staff member. The school will contact parents to pick students up from school whenever necessary. When school officials determine that a student needs immediate medical attention but the parents cannot be reached by phone, emergency services will be summoned or the student will be taken directly to the doctor and/or hospital.

Students with severe coughs and sore throats should remain at home. Those with temperatures that exceed 100.0 will be excluded from school and should not return until the temperature is 100.0 degrees or less for 24 hours without the aid of medication. If a child has a fever in the evening, please keep

him/her home the next day. If a student must be absent, please contact the school as soon as possible on the morning of the absence.

Immunizations (Policy 5010)

1) General Rule

- a) Each student wishing to enroll in the school district must be immunized as required by state law and the rules and regulations promulgated by the Nebraska Department of Health and Human Services in effect at the time of the student's enrollment.
- b) The district is not responsible for the cost of such immunizations.
- c) Any student who does not comply with this policy shall not be permitted to continue attending school.

2) Exceptions

- a) Provisional Enrollment. Students who meet the statutory requirements for provisional enrollment may be allowed to attend school for sixty days without the necessary immunizations.
- b) Immunization shall not be required if the student's parent or guardian submits one of the following to the superintendent of schools:
 - i) A statement signed by a medical professional stating that the required immunization would be injurious to the health and well-being of the student or any member of the student's household; or
 - ii) An affidavit signed by the student or a legally authorized representative of the student, stating that the immunization conflicts with the student's sincerely held religious beliefs.
- c) Students who are excepted from the immunization requirement may be excluded from school in the event of an outbreak of any contagious disease in the school population.

Initiations and Hazing (Policy 5028)

The school does not sponsor or condone initiation or hazing of any sort. See Section Three: Student Discipline for disciplinary consequences.

Instruction Provided Outside School (Policy 6016)

The school district may provide a student with instruction in his or her home and under parental supervision, or in another non-school location and under district supervision, if the student is physically or mentally ill or injured and unable to attend regular classes for an extended period of time. Instruction outside school shall be provided when the student's physical and mental condition are such that the student can benefit from instruction and no other provision will meet the student's educational needs. The superintendent or his/her designee will determine when homebound instruction is appropriate, after conferring with the student's parents, teacher(s) and/or physician. If you believe that homebound instruction is appropriate for your child, please contact the building principal to initiate the appropriate process to determine eligibility.

Investigations, Arrests, and Other Student Contact by Law Enforcement and Health and Human Services (Policy 5022)

Police or other law enforcement officers may be called to the school at the request of school administration, or may initiate contact with the school in connection with a criminal investigation. The

school district shall allow law enforcement officers access to students to conduct an investigation during school hours unless the investigation substantially disrupts the orderly operation of the school.

Leaving the District

Any student, who leaves the school District for 10 days or more for any reason other than the student's medical necessity, shall be officially dropped from District enrollment. Upon return to the District during the same school year, a student will be required to re-enroll at the District office. This may require additional immunizations.

Leaving School

Students who must leave school for any reason during the school day must check out at the office before leaving. Students leaving school must be cleared in advance by a note or phone call from the student's parent or legal guardian. Upon returning to school that same day, students are expected to sign in at the office. A sheet will be available on the office counter for this purpose. Students who leave without permission and without signing out in the proper manner will be considered truant. Parents picking up students are requested to sign their child out at the office.

Lockers and Other School Property (Policy 5036)

The school district owns and exercises exclusive control over student lockers, desks, computer equipment, and other such property. Students should not expect privacy regarding usage of or items placed in or on school property, including student vehicles parked on school property, because school property is subject to search at any time by school officials. Periodic, random searches of lockers, desks, computers and other such property may be conducted at the discretion of the administration.

Lost and Found

All lost and found articles are to be taken to office and then placed on the lost and found table. Students may claim lost articles there. Unclaimed articles will be donated to a local charity or otherwise disposed of at the conclusion of each semester.

Make-up Work

Following an absence, students will have the opportunity to make up work. It will be the parents'/student's responsibility to contact the teacher involved to determine make-up assignments and establish mutually agreeable times for daily and test make-up. Further information can be found in the district's Handbook Supplements.

Medication of Students (Policy 5024)

Whenever possible, parents should arrange medication schedules to eliminate the need for giving medication during school hours. When it is necessary for school personnel to administer medication to students, the school district will comply with the Nebraska Medication Aide Act, the requirements of Title 92, Nebraska Administrative Code, Chapter 59, (promulgated by the Nebraska Department of Education and entitled Methods of Competency Assessment of School Staff Who Administer Medication), and all state and federal regulations. Parents and guardians who wish to have their child receive medication from school personnel must comply with the following procedures:

- 1) Prescription medication
 - a) Parents/guardians must provide written permission for the administration of prescription medication.
 - b) Medication must be brought to school in the prescription container and must be properly labeled with the student's name, the medical professional's name, and directions for administering the

medication.

2) Non-prescription medication

- a) Parents/guardians must provide written permission for the administration of the medication.
- b) The medication must be brought to the school in the manufacturer's container.
- c) The container must be labeled with the child's name and with directions for provision or administration of the medication.

The district reserves the right to review and decline requests to administer or provide medications that are not consistent with standard pharmacological references, are prescribed in doses that exceed those recommended in standard pharmacological references, or that could be taken in a manner that would eliminate the need for giving them during school hours. The district may request parental authorization to consult with the student's medical professional regarding any medication prescribed by such medical professional.

Memorials

Memorials often create a visual reminder of a particular crisis that may reintroduce feelings of grief for students. Therefore, memorials may not be displayed anywhere on the school premises without board approval. The District encourages family and friends to sponsor scholarships through the Lexington Community Foundation to honor the memories of their loved ones. Scholarships in the deceased person's name will not be sponsored by the school. Scholarships sponsored by outside organizations or individuals will be allowed.

Opting Out of Assessments (Policy 5018)

The Board of Education has adopted a policy on approval and denial of state and federal assessment opt-out requests, which is based on requirements in law. The policy can be requested by contacting the Superintendent of Schools at 308.324.1201.

Parties

Classes may have seasonal parties during the year. Parents shall communicate with their student's classroom teacher for the teacher's rules regarding birthday and holiday parties.

Personal Items

The school provides the necessary equipment for classroom and school day activities. The school is not responsible for ruined or lost personal equipment. Students should not bring items such as athletic equipment, electronic devices, toys, or other similar personal items to school unless they have the prior permission of their classroom teacher or a school administrator.

Pets

Pupils have been asked to see that their dogs or cats do not come to the school playgrounds. Since they are a safety hazard, it will be necessary to have them removed by police officers. We ask parents to please cooperate in this matter. If a pet is to be shown in class, a parent may bring and remove it with permission of the teacher and/or administrator.

Phone Notification System

Lexington Public Schools may contact parent(s), guardian(s), and students periodically by phone to deliver important recorded messages including school closings, emergency information, or important building information.

Physical Education

The school district requires students to receive physical education to assist them in developing gross and fine motor skills. Students may be required to wear PE uniforms, and are encouraged to wear tennis shoes for P.E.

Physical and Vision Examination of Students (Policy 5011)

The following students shall provide evidence of a physical examination by a qualified health care provider:

- all incoming students in the beginner grade;
- students in seventh grade; and
- all out-of-state transfer students.

Evidence of a physical examination must be dated no more than six months prior to entrance

I. Visual Evaluation for Students

The following students shall provide evidence of a vision evaluation by a qualified vision health care provider:

- all incoming students in the beginner grade and
- all out-of-state transfer students

The health care provider must test the student for amblyopia, strabismus and internal and external eye health, with testing sufficient to determine visual acuity. Evidence of a visual evaluation must be dated no more than six months prior to entrance.

Parents or guardians who wish to receive information regarding free or reduced-cost visual evaluations may contact Kids Connection at (877)-NEB-KIDS or the Nebraska Optometric Association at (800) 766-4466.

II. Objection to Examination

Any parent(s) or guardian(s) who object to a physical and/or vision examination and evaluation must submit a signed and dated refusal form to the school.

Pictures

The school district arranges for a photographer to be present at school in the fall to take class pictures. Parents will be notified of date. Included in the individual packet is a class composite. Parents who want pictures of their students or of their student's class composite may purchase them directly from the photographer.

Playground Supervision

The school's playgrounds, equipment and surrounding areas are generally not supervised when school is not in session. Staff will supervise students when the students are using these areas as part of the school day or as part of a school activity. At all other times and in all other circumstances, the school district does not provide supervision of its playgrounds, equipment, and surrounding areas.

Pregnant or Parenting Students (Policy 5008)

In order to accommodate lactating and breastfeeding students, the district will provide reasonable opportunities to express breast milk or breastfeed in a place, other than a bathroom, which is shielded from view and free from intrusion from district students, employees, and the public. The district will also provide a location for students to store expressed breast milk in or near the location designated for students to express milk to create the least amount of disruption to the student's participation in class or activities.

Students who wish or need to express breast milk on a regular schedule must work with school administrators to create a schedule that accommodates the student's needs while facilitating education to the maximum extent possible. In order to prevent interference with the educational process, no student shall express breast milk within school classrooms or buses. Nothing in this policy limits the authority of the administration to impose consequences consistent with the Student Discipline Act and other state and federal law.

Protection of Student Rights (Policy 5015)

The Board of Education respects the rights of parents and their children and has adopted a Protection of Pupil Rights policy in consultation with parents to comply with the Protection of Pupil Rights Amendment (PPRA). The policy is available on the district's website or upon request from the district's administrative office. Parents may opt their child out of participation in activities identified by the Protection of Pupil Rights policy by submitting a written request to the superintendent. Parents may have access to any survey or other material described in the Protection of Pupil Rights policy by submitting a written request to the superintendent.

ACT Exam. Students taking the ACT Exam will be prompted to complete a short, optional questionnaire addressing a number of topics. If you wish to review this questionnaire prior to the administration of the exam, please submit a written request to the superintendent.

Public Displays of Affection

Students may not engage in public displays of affection that are disruptive to the school environment or distracting to others. Prohibited conduct includes hugging, kissing, touching or any other display of affection that a staff member determines to be inappropriate.

Reasonable Suspicion Testing

Students may be required to submit to drug or alcohol testing if there is a reasonable suspicion that the student is under the influence of drugs or alcohol.

Reporting Child Abuse and Neglect (Policy 4054)

School employees will report suspected abuse or neglect of a child as required by state law and school policy. Nebraska law defines abuse or neglect as knowingly, intentionally, or negligently causing or permitting a minor child or an incompetent or disabled person to be (1) placed in a situation that endangers his or her life or physical or mental health; (2) cruelly confined or cruelly punished; (3) deprived of necessary food, clothing, shelter or care; (4) left unattended in a motor vehicle, if such child is six years of age or younger; (5) sexually abused; or (6) placed in a situation to be sexually exploited through sex trafficking of a minor as defined in state law or by allowing, encouraging, or forcing such person to engage in debauchery, public indecency, or obscene or pornographic photography, films, or depictions; or (7) placed in a situation to be a trafficking victim as defined in state law.

Rights of Custodial and Non-Custodial Parents (Policy 5020)

The school district will honor the parental rights of natural and adoptive parents unless those rights have been altered by a court.

The term “custodial parent” refers to a biological or adoptive parent to whom a court has given primary physical and legal custody of a child, and a person such as a caseworker or foster parent to whom a court has given legal custody of a child.

The district will not restrict the access of custodial and non-custodial parents to their students and their students’ records, unless the district has been provided a copy of a court order that unambiguously prohibits access to the records or child by either parent. If the district is provided such a court order, school officials will follow the directives set forth in the order.

The district will provide the custodial parent with routine information about his or her child, including notification of conferences. The district will not provide the non-custodial parent with such information on a routine basis, but will provide it upon the non-custodial parent’s request unless it has been denied by the courts.

A non-custodial parent who wishes to attend conferences regarding his or her child will be provided information about conference times so both parents may attend a single conference. The district is not required to schedule separate conferences if both parents have been previously informed of scheduled conference times.

If either or both parents’ behavior is disruptive, staff members may terminate a conference and reschedule it with appropriate modifications or expectations.

School Library Collections (Policy 6037)

Lexington Public Schools Mission Statement. To develop capable and responsible lifelong learners. With the cooperation of family, school and community, the district will prepare students for the global challenges and the opportunities of the future.

Lexington Public Schools Library Mission Statement. To provide an optimal learning environment that promotes reading for enjoyment and supports the development of information literate students and staff who can competently access, evaluate, and ethically use information from a variety of resources.

School Library Program Philosophy. Lexington Public Schools aims to provide quality learning experiences designed to equip students with the skills to adapt and thrive in a changing global environment in accordance with the strategic planning goals and curricular needs of the district.

The school library is to be the information center for students and staff members, providing collections that include materials in a variety of formats to meet the curricular, personal, and professional needs for the educational process. The school library will extend and enhance the classroom experience: a place where students, teachers, and librarians can explore, learn, create, and collaborate. School librarians (also known as media specialists), will foster a love of reading and learning in addition to modeling and utilizing current technologies to assist students in becoming proficient and responsible users of information. The school library will allow free access to all materials for staff and students by providing information, access to technology for information retrieval, and facilities for meetings.

District Needs. Lexington Public Schools serves approximately 3,000 students in grades Pre-K-12. These students come from the town of Lexington and the surrounding rural areas. The community is home to Tyson, a major meatpacking employer, which has had a great impact on the increased numbers and diversity of the local school district’s student population. This diversity has created language barriers and communication is often a challenge for students and staff, yet provides a rich cultural

experience for all students. Therefore, the native culture and languages of students in the district will be respected and considered when making collection selections.

The primary clientele of the school library will be the students located in each of the elementary buildings, the middle school, and the high school, as well as the staff members for each of these facilities.

All curriculum areas will be represented at each of the building levels -- fiction, non-fiction, biographies, and reference materials. Books, periodicals, newspapers, and databases will be available in print and/or digital format.

Selection Objectives. The primary objective of the school's library is to ensure that students and staff are effective users of ideas and information. It is the goal of the school library to provide a wide range of resources and activities that will contribute to lifelong learning.

Selection and Approval of Materials. Both print and non-print materials will be selected for the school libraries that are consistent with the mission and philosophy of Lexington Public Schools. Considerations will be curricular needs, student interests and informational needs, level of difficulty, and appropriateness of the material for its intended educational and recreational use. All accreditation requirements will also be met. School staff, students, and parents may recommend that certain materials be added to the collection. Requests may be made informally by visiting with school librarians or formally in writing. School librarians will review and recommend materials to be added to the collection subject to the approval of the building principal.

Weeding and Deselection. To maintain a collection that is relevant and has educational value, school librarians regularly review materials and may recommend removing materials for, but not limited to, the following reasons:

- Out-of-date
- Contains inaccurate information
- Lacking in educational value
- No longer of interest
- Unneeded duplicate
- Superseded edition
- Worn out, defaced, or dirty, etc.
- Obsolete
- Missing pages
- Not circulated within the past five years (exceptions might include past award winners, autographed copies, classics, etc.)
- No longer contribute to the total collection

School librarians will conduct an end-of-year inventory of materials. School librarians will recommend removal of materials subject to the approval of the building principal. Removed materials may be offered to teachers and students for educational purposes, or discarded subject to approval of the building principal and district policy on the disposal of school property.

Controversial Materials. Patrons finding certain materials objectionable to the school community may choose to have an informal conversation with the school librarian or request that they be formally reconsidered using following procedure:

1. The patron shall submit the completed "Request for Reconsideration of Library Material" form regarding the material in question to the building principal.

2. Until a final decision is made, the material in question will be moved to a back shelf and will be available for circulation with written parent/guardian consent only.
3. The building principal and the school librarian will work together to appoint a review committee whose purposes shall include, but not be limited to, the following:
 - Read, view, or listen to the material in its entirety.
 - Check general acceptance of the material by reading reviews and consulting recommended lists.
 - Determine the extent to which the material supports the curriculum.
 - Make a recommendation to the building principal as to whether to retain or remove the material in question.
4. The review committee shall inform the building principal of its recommendation.
5. The building principal will meet with the patron to review the patron's objections and the committee's recommendation.
6. The final decision concerning the material will be made by the building principal. The building principal will mail a letter notifying the patron of the final decision to remove the material from the library collection or retain the material in circulation.

School Meal Program and Meal Charges (Policy 3012)

The school district provides a food service program that is designed to provide adequate nutrition and an educational experience for students. Prices for meals can be viewed on the district website.

Breakfast

The school will serve breakfast daily from 7:15 a.m. until 7:45 a.m., or as otherwise authorized by the building principal. Students who qualify for free or reduced-price lunch also qualify for free or reduced-price breakfast.

Lunch

Lunch prices depend on the federal funding that the program receives.

Payment for Meals

The district prohibits student lunch accounts from carrying negative balances, and it is the responsibility of parents/guardians to ensure sufficient funds are deposited in their children's accounts. When balances are drawn down to \$5.00, the district will send a low-balance notification to the parent/guardian. Students are encouraged to pay for meals several weeks in advance. Payment should be made to the lunch bookkeeper in the building.

If a student has no funds available to pay for a meal, the student will be provided and charged for a limited "courtesy meal" option, such as a plain sandwich.

Students who qualify for free meals will not be denied a reimbursable meal, even if they have accrued a negative balance from other food purchases. School staff may prohibit any students from charging a la carte or extra items if they do not have cash in hand or their account has a negative balance.

If a student repeatedly lacks funds to purchase a meal, has not brought a meal from home, and is not enrolled in a free meal program, the district will use its resources and contacts to protect the health and safety of the student. Failure or refusal of parents or guardians to provide meals for students may require mandatory reporting to child protection agencies as required by law.

Collection of Delinquent Meal Charge Debt

The school district is required to make reasonable efforts to collect unpaid meal charges. The building principal or his or her designee will contact households about unpaid meal charges and notify them again of the availability of the free and reduced meal program and/or establish payment plans and due dates by telephone, e-mail, or other written or oral communication. If these collection efforts are unsuccessful, the school district may pursue any other methods to collect delinquent debt as allowed by law. Collection efforts may continue into a new school year.

Notice of Non-discrimination

In accordance with federal law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age, disability, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD- 3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410
- (2) Fax: (202) 690-7442; or
- (3) Email: program.intake@usda.gov

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the school district. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

School Wellness Policy

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

1. Goals for Nutrition Promotion and Education

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

2. Goals for Physical Activity

- a. The school district's curriculums shall include instruction on physical activity and habits for healthy living.
- b. Students will be encouraged to engage in physical activities throughout the school day and will be provided with opportunities to do so.
- c. The district encourages parents and guardians to support their children's participation in physical activity, to be physically active role models, and to include physical activity in family events.

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

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

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

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

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

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

6. Food and Beverage Marketing

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

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

7. Public Participation

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

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

- a. Definitions. “Competitive food” means all food and beverages other than meals reimbursed under programs authorized by the Richard B. Russell National School Lunch Act and the Child Nutrition Act of 1966 available for sale to students on the school campus during the school day. For the purpose of competitive food standards implementation, “school day” means the period from the midnight before to 30 minutes after the end of the official school day.
- b. Applicability. Except as otherwise allowed by the Nebraska Department of Education (NDE) or applicable law, all competitive food sold during the school day must meet the USDA Smart Snacks Standards and the nutrition standards found in 7 CFR § 210.11. The competitive food restrictions do not apply to food sold during non-school day hours, weekends, and off-campus fundraising events such as concessions during after-school sporting events, school plays or concerts; or to bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)

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

9. Triennial Assessment

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

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

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

10. Public Notice

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of this policy at least annually to the public and other stakeholders identified in this policy by one or more of the following methods: on its webpage, in its newsletter, in the student and employee handbooks, newspaper advertisements, direct mailings, electronic mail, and public postings.

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of the Triennial Assessment and progress reports towards meeting the goals in this policy using one or more of those same methods.

11. Recordkeeping

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

12. Operational Responsibility

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

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

Secret Organizations (Policy 5046)

Secret organizations are prohibited. School officials shall not allow any person or representative of any such organization to enter upon school grounds or school buildings for the purpose of rushing or soliciting students to participate in any secret fraternity, society or association.

Self-Management of Diabetes or Asthma/Anaphylaxis (Policy 5053)

Subject to school policy, the school district will work with the parent or guardian in consultation with a physician to develop a medical management plan for a student with diabetes, asthma, or anaphylaxis subject to school policy. Parents desiring to develop such a plan should contact the school nurse.

Smoking, Tobacco, and "E-cigarettes" (Policy 3016)

Smoking, including the use of cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems; alternative nicotine products; or any other such look-alike or imitation product, is permitted on school property only in specifically designated areas.

Sniffer Dogs (Policy 3045)

The board of education finds that the possession of illegal drugs and other contraband on school grounds is unlawful, is disruptive of the educational process, is harmful to students and staff, and is contrary to the interests of the school district. Accordingly, to minimize the presence of these items on school grounds, the administration is authorized to use sniffer dogs according to the protocol set forth in this policy.

Protocol for Use of Sniffer Dog

1. The superintendent, or the building principal with the superintendent's permission, may initiate the use of specially trained sniffer dogs to conduct an inspection.
2. The administration will contact the canine provider and/or the appropriate law enforcement agency to schedule the use of a sniffer dog or dogs. The administration shall require an assurance from the provider that any sniffer dogs to be used in the school have been properly trained, and may request evidence of the training and/or certification of the dogs. In no event will the school district authorize a sniffer dog to sniff any person.
3. The superintendent or if designated by the superintendent, the building principal, and law enforcement representatives or canine provider will confer regarding the specific plan of areas to be inspected. The plan may involve any or all school building facilities, vehicles in the school parking lot, or other areas where student and staff vehicles are parked on school property during or after school hours.
4. If the inspection is scheduled for a day when school is in session, students and staff will be informed over the public address system, and will be directed to remain in their rooms until given further directions.
5. During the inspection, administrators may assign personnel to designated areas as deemed appropriate to assist in the smooth handling of the inspection.
6. After the inspection is finished, students and staff will be notified over the public address system, and will be thanked for their cooperation.
7. If the sniffer dog alerts, the alert will constitute reasonable cause for the administration to conduct a search of the property. If the sniffer dog alerts on a vehicle on school grounds, the owner will be required to unlock the vehicle doors and trunk for further inspection of the interior of the vehicle. If the owner refuses to unlock the vehicle, the matter will be turned over to law enforcement authorities. The owner will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law. This may include discipline for the refusal to obey an administrative directive.
8. Any illegal drugs or contraband found on school grounds, whether in a desk, locker, vehicle, or any

other place on school grounds, will be confiscated and turned over to law enforcement authorities. A student's parents will be contacted. The individual will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law.

9. At the conclusion of the inspection, school officials will confer with the canine provider and/or any law enforcement authorities who were involved in the inspection to review the results of the inspection. The administration may authorize any follow-up inspections or other action deemed appropriate.

Notice to Students and Staff

Students and staff shall be informed of the District's policy regarding the use of sniffer dogs as soon as practicable after the adoption of this policy. Thereafter, students and staff shall be informed of the policy at the beginning of the school year. By this policy and/or via the provision in the student or staff handbook, students and staff are specifically notified that:

1. Lockers may be sniffed by sniffer dogs at any time.
2. Vehicles parked on school property may be sniffed by sniffer dogs at any time.
3. Classrooms and other common areas may be sniffed by sniffer dogs at any time students and staff are not present.
4. If contraband of any kind is found, the student or staff member shall be subject to appropriate disciplinary action.

Solicitation

No collection or solicitation of money from pupils of the District for non-school purposes, except projects that are approved by the Board, shall be permitted.

Standardized Testing

The Measure of Academic Progress (MAP) is administered annually in grades K-11 to determine the students' achievement probability for individual success. Results are sent home.

Student Assistance

If your child has any learning, behavior, or emotional needs that you believe are not being addressed by the school district under existing circumstances, please contact your child's teacher. If appropriate, the teacher may convene the Student Assistance Team (SAT). The SAT can explore possibilities and strategies that will best meet the educational needs of the student.

Student Fees (Policy 5045)

The Board of Education of Lexington Public Schools adopts the following Student Fees Policy in accordance with the revised Public Elementary and Secondary Student Fees Authorization Act of the State of Nebraska.

It is the general policy of the District to provide for free instruction in school in accordance with the Nebraska constitution. The general policy of the District is to provide free instruction for courses that are required by the District, state law or regulation, and for which credits or grades apply, and to provide the staff, facilities, equipment, and materials necessary for such instruction, without charge or fee to students.

The District does make available activities, programs and services to students that extend beyond the minimum level of constitutional required free instruction. Students and their parents have historically contributed to the District's efforts to provide such activities, programs, and services. The District's general policy is to continue to encourage to the extent permitted by law, such student and parent contributions to enhance the educational programs and experiences provided by the District. Under the Elementary and Secondary Student Fees Authorization Act, the District is required to set forth guidelines

and policies for specific categories of student fees. The District does so by setting forth the following:

Fees Authorized: Except as provided otherwise herein, the District may collect fees or other funds from or on behalf of students, or request students to provide fees, supplies, specialized equipment, attire, or specialized materials:

1. For participation in extracurricular activities.
2. For admission and transportation costs for spectators attending extracurricular activities, including activity tickets for discounted admission to extracurricular activities.
3. For post-secondary education costs.
4. For student transportation pursuant to Neb. Rev. Stat. 79-241, 79-605, 79-611.
5. For copies of student records or files pursuant to Neb. Rev. Stat. 79-2,104.
6. For reimbursement to the School District for property lost, damaged, or destroyed by student.
7. For before and after school or Pre-Kindergarten services offered pursuant to Neb. Rev. Stat. 79-1104.
8. For Summer School or Night School.
9. For Breakfast, Lunch, and Milk programs.
10. For voluntary provision by students of specialized equipment and attire for select performance groups, including musical instruments for participation in extracurricular activities.
11. For costs related to optional (non-credit or graded) trips, excursions, or activities.

Definitions and Guidelines

Extracurricular Activities: This means student activities or organizations that are supervised or administered by the District, but do not count toward graduation, credits, or advancement between grades, and in which participation is voluntary and not otherwise required by the School District.

Postsecondary Education Costs: This means tuition and other fees associated in obtaining credit for a postsecondary educational institution. For a course in which students receive both high school and postsecondary education credit, or a course being taken as part of the approved school curriculum or part of an approved accelerated or differentiated curriculum pursuant to Neb. Rev. Stat. 79-1106, to 79-1108.03, the course shall be offered without charge for tuition, transportation, books, or other fees, except tuition or other fees associated with obtaining credits from the postsecondary institution.

Extra fee for participation: The District may enact and charge a minimal activity participation fee to students who participate in extracurricular activities. The fees shall be used to offset the cost of equipment and replacement of necessary attire. Should such a fee be enacted, the District fee waiver policy shall be in effect for qualifying students and parents.

Admissions to athletic events, activities, performances, etc.: Students may be charged an admission fee for attendance at athletic events, performances, dances, and similar functions sponsored by schools that are optional and voluntary and that have no impact on any class or credits.

Copies of student files or records: Students shall be responsible for a reasonable cost, as established by the Superintendent, of copies of a student's transcripts, files, and records. A parent, guardian, or student requesting copies of records shall be responsible for the cost of reproduction or copying in accordance with such a fee schedule. The imposition of a fee shall not be used to prevent parents or students from their right to inspect and review a student's files or records, and no fee shall be charged to search for or retrieve any student's records. The fee schedule shall permit one copy of requested records or files to be provided without charge to the extent required by federal or state laws or regulations.

Reimbursement for property lost or damaged, or for fines: Students may be charged a fine, or for reimbursement for overdue library or similar materials, for excessive damage to school supplied materials, or for lost books or materials.

While the District will provide students with the use of facilities, equipment, materials, and supplies including books, the students are responsible for the appropriate and careful use of such property. Students and their parents will be held responsible for the reasonable replacement cost of school property which is placed in the care of and lost by the student.

When students are given school property of a significant value that may easily be damaged, parents will be given advance notice of student responsibility for the item and parents will be afforded an opportunity to ask that the student not be given the property.

Penalties: Students who fail to pay overdue student fees or fines may be subject to administrative penalties including, but not limited to, exclusion from graduation and commencement ceremonies or related activities, from participation in the prom, withholding of annual, participation in extracurricular activities, etc. Students shall not be denied a diploma, transcript, or credit for course work for failure to pay overdue student fees or fines.

Before and after school or Pre-Kindergarten services: Students and their parents may be charged and are responsible for fees required for participation in before and after school programs sanctioned by the District if and when such charges are established. The District is not responsible for programs administered by other agencies, and charges for such programs are not subject to fee waivers.

Participation in summer school or night school: Students and their parents may be charged and are responsible for fees for participation in summer school or night school if and when such charges are established. Students are also responsible for correspondence courses, except those approved by the District as adopted curriculum or as approved for high school credit as part of an approved accelerated or differentiated program.

School Stores: School stores are allowed and may be established for purchases of food, beverages, and personal items. A school store need not have a permanent, physical presence and may consist of providing order forms for students to voluntarily purchase items from the school or another vendor.

Clothing required for specified courses or activities: Students have the responsibility to furnish and wear non-specialized attire meeting general District dress and grooming requirements and guidelines, as well as grooming and attire guidelines established by the school, building, or programs attended by the student or in which students participate. Students also have the responsibility to furnish and wear non-specialized attire reasonably related to the program, courses and activities in which the students participate where the required attire is specified by the administrator or teacher responsible for the program, course, or activity. (Gym clothing, shoes suitable to the gymnasium etc.)

The District shall provide or make available to students such safety equipment and attire as may be required by law, specifically including appropriate industrial-quality eye protective devices for courses of instruction in vocational, technical, industrial arts, chemical or chemical related classes which involve exposure to hot molten metals, milling, sawing, turning, shaping, butting, grinding, or stamping of any solid materials, heat treatment, tempering, or kiln firing of any metal or other materials, gas or electric arc welding, or other forms of welding processes, repair or servicing of any vehicle, caustic or explosive materials, hot liquids or solids, injurious radiations, or other similar hazards. Building administrators are directed to assure that such equipment is available in appropriate classes and locations, that teachers are

directed to instruct students in the usage of such devices and to assure that students use the devices as required, and students have the responsibility to follow such instructions and use the devices as instructed.

Materials required for course projects: Students may be asked to donate or furnish materials required for course projects, where, upon completion, the project becomes the property of the student or which represent materials beyond that provided by the school for completion of requirements. Provision of such materials is not required and the District shall supply adequate and sufficient materials for completion of any project required for credit or a grade. The District is not required to provide a particular grade or standard of materials.

Musical Instruments: Students may be required to provide musical instruments for participation in optional music courses or activities that are not curricular or extracurricular activities. Students may have the option of using a school district musical instrument. If the student elects to use a school district instrument they will be assessed an instrument cleaning fee. The District is not required to provide a particular type of musical instrument for any student.

Elementary students at appropriate grade levels may be asked to provide or donate, but are not required to donate musical instruments (recorder or beginning band instrument, etc.) and consumable music or lesson books.

iPad Damage Coverage: Students will be required to purchase school provided damage coverage if the student is in a school with a 1:1 iPad initiative and if the student wishes to take the iPad home. If an iPad is damaged the student will be responsible for 15% of the cost of repairing the iPad. No waiver shall apply for iPad damage coverage or repair costs.

Specialized Attire and Equipment: The District will generally provide and furnish students with specialized equipment and attire (uniforms, football pads, helmets, etc.) for participation in extra-curricular activities. The District is not required to provide for a particular type of equipment or attire, or for attire or equipment beyond that designated as the standard “home and away” team uniforms. Team members, Boosters, Parents, or others may wish to offer for sale or seek to purchase and provide related attire or gear; however, the School District neither sanctions or requires apparel beyond the standard uniform and shall bear no financial responsibility for these optional purchases. Students who participate in extracurricular activities and sports are expected to provide for their own appropriate athletic shoes, undergarments, mouthpieces where required, socks, towels, golf clubs, and gloves for golf, and softball. Students are expected to provide evidence of required insurance coverage. Students may be asked to provide for their own meals on out-of-town trips.

Students or parents who qualify under provision of the District waiver policy may apply for a waiver of any participation fees for the aforementioned items expected of students. Special attire, equipment, or uniforms provided by the District may be required to be returned to the District at the conclusion of the season or when the student is no longer participating in the sport or activity.

The District is not required to provide for special attire or equipment beyond the basic standard defined by the District, and shall not be required to provide a particular brand, style, or student preference.

Vocal music and performance groups: Students may be asked to provide or purchase special attire for performance groups, and may then keep the attire. Parents or students who qualify under provisions of the District waiver policy may apply for a waiver of the cost of such attire. Special attire or uniforms provided by the District may be required to be returned at the conclusion of the event, season, school year, or when the student is no longer involved in the activity. The District is not required to provide specialized

attire beyond the one uniform or attire designated as the standard for the activity. Students, Parents, Boosters, or others may wish to provide for or offer for sale additional equipment, gear, or attire, but the District neither sanctions or requires attire beyond the standard and shall bear no financial responsibility for such.

Cheerleaders, Flag Corps, Dance Teams, etc.: Students may be asked to purchase or provide special attire for optional performance groups and then keep the attire. Parents and students who qualify under provisions of the District waiver policy may apply for a waiver of such costs. Special attire provided by the District may be required to be returned at the conclusion of the event, season, school year, or when the student is no longer involved in the activity.

The District is not required to provide for specialized attire beyond the one uniform or attire designated as standard for that group or activity. Students, parents, and Boosters may wish to provide for or offer for sale additional equipment or attire, but the District neither sanctions or requires attire beyond the standard uniform or attire and shall bear no financial responsibility for such.

Student clubs and organizations: Student clubs and organizations may expect students to pay dues, or to purchase optional shirts, etc. or participate in activities that require payment of admissions or fees. Students and parents who qualify under provisions of the District waiver policy may apply for a waiver from such participation fees, dues, or cost of required activities, shirts, etc. for school sanctioned clubs and organizations.

Drivers Education: Drivers education is an optional program offered by the District for the benefit of students and parents. A fee may be charged to offset the cost of Drivers Education during summer, or after-school night classes. No waiver shall apply to such driver's education costs.

Graduation Expenses: In order to participate in optional graduation or commencement activities or related activities, a cost may be incurred, including rental or purchase of caps and gowns that are required for participation in graduation exercises. Students and parents who qualify may apply for a waiver of the costs of graduation.

Field Trips: Approved Field Trips as per District Policy are considered extensions of classroom instruction. Parents and/or students may be asked to donate toward the cost of the trip, admissions related to the trips, etc., but are not required to do so.

Optional testing: Optional testing may be available or offered to students such as the PSAT, ACT, or similar tests related to college entrance or placement. These tests are optional and fees may be charged. No waiver shall apply to such testing costs.

Optional Events or Activities and Activities by Outside Sponsors: Students who choose to participate in optional events, activities, trips, or performances, that are sponsored by Booster Clubs, Parent groups, agencies, staff acting on their own and outside of school sanction, or people outside of the school system, may result in charges for fees, travel, admissions, meals, and other related expenses. It is the policy of the District that participation in such events or activities is optional and independent of the School District and District expectations or requirements. No school waiver of fees or charges shall apply for activities by outside sponsors. No District responsibility exists for sponsorship, funding, accounting, or liability for such activities.

Fund raising: Student members of groups or activities, parents, and boosters may be asked to participate in fund raising activities to offset the cost of special attire. If students are expected to, and volunteer to,

participate in fund raising activities, any student participating shall be expected to participate equally and share equally in whatever funds are raised.

Student Fees Fund: The District shall establish a Student Fee Fund. The Student Fee Fund shall be a separate School District Fund into which all money collected from students and subject to the Elementary and Secondary Student Fee Authorization Act shall be deposited and from which money shall be expended for the purposes for which it was collected from students. Funds subject to the Elementary and Secondary Student Fees Authorization Act consist of money collected from students for: (1) Postsecondary education costs, (2) Summer School or Night School.

Waiver Policy: It is the policy of the Lexington Public Schools to provide fee waivers in accordance with the Elementary and Secondary Student Fee Authorization Act. Students who qualify for free or reduced price school lunches under the United States Department of Agriculture Child Nutrition Programs shall upon request be provided a waiver for fees or costs, or be provided with necessary materials, equipment, or attire without charge as prescribed in adopted District policy. Participation in a free or reduced lunch program is not required to qualify for a waiver of fees. Students and their parents must request a fee waiver prior to participation in the activity for which the waiver is sought, and prior to purchase of materials, attire, or equipment.

Distribution of Policy: The Superintendent or designee shall provide access to the district's student fees policy through the district student/parent/activity handbook and on the district's website. The student/parent/activities handbook shall be provided to students electronically or in paper form, as requested by the parent, at no cost.

Annual public hearing and establishment of fees shall be conducted by the Board of Education and any changes or revisions made available as per policy provision.

Lexington Public Schools Student Fees:

Program	General Description of Fee or Materials	Anticipated Cost
Elementary School Supplies. Suggested and requested for parent donation. Not required.	Pencils, erasers, pens, glue, scissors, folders, notebooks, pencil box, markers, ruler, crayons, etc. Requested donation lists available from schools.	ELA - \$25 Kindergarten - \$25 Grade one - \$35 Grade two - \$35 Grade three- \$45 Grade four - \$45 Grade five - \$50
Middle School Supplies. Suggested and requested for parent donation. Not required.	Pencils, pens, erasers, glue, scissors, folders, notebooks, calculator, ruler, markers, highlighter, colored pencils, compass, paper, protractor, P.E. Shirt*, student agenda*, Requested donation lists available from school. (*may be purchased at school)	Grade six- \$60 Grade seven- \$60 Grade eight - \$60
3 rd Grade	Recorders	\$7 - \$15
5 th – 8 th Grade	Band Books PE athletic shoes with rubber soles Flash drive Ear buds	\$10 \$25 \$10 \$10
	Admission fees for school dances including homecoming and prom.	\$3-30
High School supplies. Suggested and requested for parent donation. Not required. Estimated expenses waiver applies.	Pencils, pens, notebooks, calculator (depends on class), P.E. clothing, binders, etc. Requested donation lists available from school.	Grades 9-12 - \$150
	Senior Trip	\$700
	Athletic Shoes or specialized equipment of garments for each sport or activity	\$300
	Special attire for performance groups related to classes	\$400
	Graduation and related expenses	\$200
	Field Trips	\$15
	Clubs, dues, shirts, for each Club	\$50
	Overdue library materials	\$.05 per day with a \$5.00 maximum fee. Overdue reserved materials \$.24 per hour after 10:00 AM
	Copies for student use	\$.25 per page color copy; \$.05 for black and white

	Post-secondary tuition or costs	As established by the school or college to be paid directly to the college, not normally to exceed \$1,000.00 per course.
	Summer or night school	\$150.00 per course
	Elementary Lunch	\$1.70 daily
	Secondary Lunch	\$1.90 daily
	Elementary Breakfast	\$1.00 daily
	Secondary Breakfast	\$1.10 daily
	Reduced Lunch	\$.40 daily
	Reduced Breakfast	\$.30 daily
	Extra Milk	\$.50/carton
	Students may be asked to periodically donate one or two boxes of Kleenex or similar tissues. Not required.	
	iPad damage fee for 1 to 1 initiative	\$25
	Insurance co-pay for damaged computers / iPads	15% of damage
	Instrument Cleaning Fee	\$40
	Replacement of ID cards, lanyards, and/or holders	Maximum charge of \$8.00
	Graduation expenses related to Commencement exercises (cap, gown, tassel, etc. Does not include pictures, invitations, announcement, etc.)	\$50
	Driver's Education-Lexington Student	\$330
	Driver's Education-Non-Lexington Student	\$330
Fees That May be Charged	Replacement of lost or damaged books or equipment	Actual cost depreciated proportionate to the anticipated life of the item. Damage due to vandalism or malicious destruction of property at full replacement cost.

Student Illness

Students who suffer from a significant illness which has an actual or expected duration of six months or more may be eligible for accommodations and supports under Section 504 of the Rehabilitation Act or under the Individuals with Disabilities in Education Act. The school will provide accommodations to students who are returning to school after a prolonged absence due to illness, including pediatric cancer, through a 504 plan or an IEP, as appropriate. The student's plan will include informal or formal accommodations, modifications of curriculum and monitoring by medical or academic staff as determined by the student's IEP team or 504 committee. Parents and staff will engage in ongoing communication about the needs of a student who is facing these circumstances.

Students who become ill at school will be sent to the building office where the school nurse or other school employee will determine the appropriate response. When a child is too ill to remain at school, a school employee will contact the child's parent(s) and make arrangements for the child to be picked up or sent home. If an illness or injury requires immediate medical attention, school officials shall attempt to contact the child's parent(s) regarding treatment for the child. If the parents cannot be contacted, school officials may have the child treated by an available physician. Students who show symptoms of a contagious disease may be sent home, and the district may require a physician's statement before allowing such students to return to school.

Student Insurance (Policy 5025)

The school district is not an insurer of student safety, and parents are encouraged to secure insurance covering their students' healthcare needs, including catastrophic coverage for injuries which may be sustained while participating in athletics or other extracurricular activities. The school district may disseminate information about insurance plans available for purchase by parents for their students from third party vendors.

Student Internet and Computer Access (Policy 5037)

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

I. Student Expectations in the Use of the Internet

Acceptable Use

1. Students may use the Internet to conduct research assigned by teachers.
2. Students may use the Internet to conduct research for classroom projects.
3. Students may use the Internet to gain access to information about current events.
4. Students may use the Internet to conduct research for school-related activities.
5. Students may use the Internet for appropriate educational purposes.
6. Students shall not erase, rename or make unusable anyone else's computer files, programs or disks.
7. Students shall not share their passwords with fellow students, school volunteers or any other individuals, and shall not use, or try to discover, another user's password.
8. Students shall not copy, change or transfer any software or documentation provided by the school district, teachers or another student without permission from the system administrator.

Unacceptable Use

1. Students shall not use school computers to gain access to material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for educational uses.
2. Students shall not engage in any illegal or inappropriate activities on school computers, including the downloading and copying of copyrighted material.

3. Students shall not use e-mail, chat rooms, instant messaging, or other forms of direct electronic communications on school computers for any unauthorized or unlawful purpose or in violation of any school policy or directive.
4. Students shall not use school computers to participate in on-line auctions, on-line gaming or mp3/mp4 sharing systems.
5. Students shall not disclose personal information, such as their names, school, addresses, or telephone numbers outside the school network.
6. Students shall not use school computers for commercial advertising or political advocacy of any kind without the express written permission of the system administrator.
7. Students shall not publish web pages that purport to represent the school district or the work of students at the school district without the express written permission of the system administrator.
8. Students shall not write, produce, generate, copy, propagate or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called, but is not limited to, a bug, virus, worm, or Trojan Horse.
9. Students shall not configure or troubleshoot computers, networks, printers or other associated equipment, except as directed by a teacher or the system administrator.
10. Students shall not take home technology equipment (hardware or software) without permission of the system administrator.
11. Students shall not forge electronic mail messages or web pages.

II. Enforcement

Methods of Enforcement

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

III. Consequences for Violation of this Policy

Access to the school's computer system and to the Internet is a privilege, not a right. Any violation of school policy and rules may result in:

1. Loss of computer privileges;
2. Short-term suspension;
3. Long-term suspension or expulsion in accordance with the Nebraska Student Discipline Act; and
4. Other discipline as school administration and the school board deem appropriate.
5. Students who use school computer systems without permission and for non-school purposes may be guilty of a criminal violation and will be prosecuted.

Children's Online Privacy Protection Act (COPPA)

The school will not allow companies to collect personal information from children under 13 for commercial purposes. The school will make reasonable efforts to disable advertising in educational computer applications.

This policy allows the school to act as an agent for parents in the collection of information within the school context. The school's use of student information is solely for education purposes.

Student Records (Policy 5016)

The Family Education Rights and Privacy Act ("FERPA") provides parents certain rights with respect to their student's education records. These rights include the right to inspect and review the student's education records within 45 days of the date the school receives a request for access; and the right to request the amendment of the student's education records that you believe to be inaccurate.

If parents believe one of their student's records is inaccurate, they should write to the school principal, clearly identify the part of the record they want changed, and specify why they believe it is inaccurate. If the school decides not to amend the record as requested, it will notify the parents of the decision and advise them of their right to a hearing regarding the request for amendment.

Directory Information (Policy 5017)

FERPA and the Nebraska Public Records Law authorize school districts to make "directory information" available for review at the request of non-school individuals. The school district shall disclose the following as routine directory information pertaining to any past, present or future student who is, has been, or will be regularly enrolled in the district.

- Name and grade
- Address
- E-mail address
- Date of birth
- Dates of attendance
- The image or likeness of students in pictures, videotape, film or other medium
- Name of parent and/or guardian
- Major field of study
- Participation in activities and sports
- Degrees and awards received
- Weight and height of members of athletic teams
- Certain class work which may be published onto the Internet
- Student ID number, user ID, or other unique personal identifier used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user. Directory information does not include a student's social security number.

Directory information about students may also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that market or manufacture class rings, sell student photographs or publish student yearbooks.

Federal law requires school districts to provide military recruiters and institutions of higher education with the names, addresses and telephone listings of high school students unless parents have notified the school district in writing that they do not want this information disclosed without prior written parental consent. Military recruiters will be granted the same access to a student in a high school grade as is provided to postsecondary educational institutions or to prospective employers of such students.

Parents who object to the disclosure of any directory information about their student should write a letter to the principal. This letter should specify the particular categories of directory information that the parents do not wish to have released about their child or the particular types of outside organizations to which they do not wish directory information to be released. This letter must be received by the school district no later than one week after receiving the handbook.

Non-Directory Information

All of the other personally identifiable information (PII) about students that is contained in this school district's education records will generally not be disclosed to anyone outside the school system except under one of two circumstances: (1) in accordance with the provisions of the FERPA statutes and related administrative regulations, or (2) in accordance with the parent's written instructions.

One FERPA exception permits disclosure to school officials with legitimate educational interests without consent. A school official includes, but is not necessarily limited to, a teacher or other educator, administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); school board member; volunteer; contractor or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, representative of the district's insurance providers, auditor, medical consultant, therapist, or a third-party website operator who has contracted with the school district or its agent to offer online programs for the benefit of students and/or the district; members of law enforcement acting on behalf of the school district; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official typically has a "legitimate educational interest" if the official needs to review an education record in order to fulfill a school-related professional, contractual, statutory, or regulatory responsibility.

The district will share information with the Department of Education necessary to comply with the requirement of state law that all third-year high school students take a college entrance exam. Any re-disclosure of information related to the administration of this exam shall be governed by the agreement between the Nebraska Department of Education and the third-party testing company.

Transfer of Records Upon Student Enrollment

Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll. The school is not obligated to inform parents when it makes a disclosure under this provision.

Complaints

Individuals who wish to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA may contact the Office that administers FERPA:

Family Policy Compliance Office

Tardiness

A student who does not have a valid excuse for being tardy to any class may be required to serve detention. The student and parents may be required to meet with the principal to discuss the situation.

Telephone Calls

The school's telephone may be used only with permission of staff. Students are not permitted to use cellular telephones during school hours or on school property without the express permission of a member of the staff.

Threat Assessment and Response (Policy 3039)

The board of education is committed to providing a safe environment for members of the school community. Students, staff and patrons are urged to immediately report any statements or behavior that makes the observer fearful or uncomfortable about the safety of the school environment.

1) Definitions

- a) A threat is an expression of a willful intent to physically or sexually harm someone or to damage property in a way that indicates that an individual poses a danger to the safety of school staff, students or other members of the school community.
 - i) The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means.
 - ii) A transient threat is an expression of anger or frustration that can be quickly or easily resolved.
 - iii) A substantive threat is an expression of serious intent to harm others which includes, but is not limited to, any threat which involves a detailed plan and means.
- b) A threat assessment is a fact-based process emphasizing an appraisal of observed (or reasonably-observable) behaviors to identify potentially dangerous or violent situations, to assess them and to manage/address them. Threat assessment is the process of identifying and responding to serious threats in a systematic, data-informed way.
 - i) The threat assessment process is distinct from student disciplinary procedures. The mere fact that the district is conducting a threat assessment does not by itself necessitate suspension, expulsion or emergency exclusion without complying with state law and board policy related to governing those actions.
 - ii) The threat assessment process is distinct from specialized instruction which a student with a disability may receive from the school district. The school district will not change a student's educational placement as that term is used in the Individuals with Disabilities in Education Act solely as part of a threat assessment.

2) Obligation to Report Threatening Statements or Behaviors

- a) All staff and students must report substantive threats to a member of the administration immediately and comply with any other mandatory reporting obligations. Staff and students who are unsure whether a threat is substantive or transient should report the situation. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

THREATS OR ASSAULTS WHICH REQUIRE IMMEDIATE INTERVENTION SHOULD BE REPORTED TO THE POLICE AT 911.

3) Threat Assessment Team

- a) The threat assessment team (team) shall consist of the superintendent, the building principal, guidance counselor, and local law enforcement. Not every team member need participate in every threat assessment. If the threat has been made by or is directed towards, a student with a disability, the threat assessment team must include a staff member who is knowledgeable about special education services or Section 504 of the Rehabilitation Act, as appropriate. Neither the student nor their student's family members are part of the threat assessment team.
- b) The team is responsible for investigating all reported threats to school safety, evaluating the significance of each threat, and devising an appropriate response. The threat assessment team shall work closely with the crisis team in planning for crisis situations. The threat assessment team shall be familiar with mental health resources available to students, staff and patrons and shall collaborate with local mental health service providers as appropriate.

4) Threat Assessment Investigation and Response

- a) When a threat is reported, the school administrator shall initiate an initial inquiry/triage and, in consultation with members of the threat assessment team, make a determination of the seriousness of the threat as expeditiously as possible. The school administrator must contact law enforcement if the administrator believes that an individual poses a clear and immediate threat of serious violence.
- b) If there is no reasonably apparent imminent threat present or once such an imminent threat is contained, the threat assessment team will meet to evaluate and respond to the threatening behavior. The team may, but is not required to, review the following types of information:
 - i) Review of the threatening behavior and/or communication;
 - ii) Interviews with the individuals involved including students, staff members, and family members as necessary and/or appropriate;
 - iii) Review of school and other records for any prior history or interventions with the students involved;
 - iv) Any other investigatory methods that the team determines to be reasonable and useful.
- c) At the conclusion of the investigation, the team will determine what, if any, response to the threat is appropriate. The team is authorized to disclose the results of its investigation to law enforcement and to the target(s) of any threatened acts. The team may refer the individual of concern to the appropriate school administrator for consequences under the school's student discipline policy or, if appropriate, report the results of its investigation to the student's individualized education plan team. Regardless of threat assessment activities, disciplinary action and referral to law enforcement will occur consistent with board policy and Nebraska law.

5) Communication with the Public about Reported Threats

- a) The team will keep members of the school community appropriately informed about substantive threats and about the team's response to those threats. This communication may include oral announcements, written communication sent home with students, or communication through print or broadcast media. However, the team will not reveal the identity of the individual of concern or of any target(s) of threatened violence unless permitted by law.

6) Coordination with the Crisis Team After Resolution of Threat

- a) The threat assessment team will confer with the district's crisis team after a threat has been investigated to provide the crisis team with information that the crisis team may use in assessing or revising the district's All-Hazard School Safety Plan.

Title I Parent and Family Engagement (Policy 5057)

Lexington Public Schools intends to follow the Title I Parent and Family Engagement Policy guidelines in accordance with federal law, Section 1116(a -f) ESSA, (Every Student Succeeds Act) of 2015.

In General

The written District parent and family engagement policy has been developed jointly with, updated periodically and distributed to parents and family members of participating children and the local community in an understandable and uniform format. This policy agreed on by such parents describes the means for carrying out the requirements as listed below.

- Parents and family members of all students are welcomed and encouraged to become involved with their child's school and education; this includes parents and family members that have limited English proficiency, limited literacy, are economically disadvantaged, have disabilities, racial or ethnic minority background or are migratory children. Information related to school and parent programs, meetings, school reports and other activities are sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand.
- Parents are involved in the planning, review, evaluation and improvement of the Title I program, Parent and Family Engagement Policy and the School-Parent Compact at an annual parent meeting scheduled at a convenient time. This would include the planning and implementation of effective parent and family involvement activities.
- Conduct, with meaningful parent and family involvement, an annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy. Use the evaluation findings to design evidence-based strategies for more effective parental involvement, and to revise the Parent and Family Engagement Policy.
- Opportunities are provided for parents and family members to participate in decisions related to the education of their child/children. The school and local educational agency shall provide other reasonable support for parental involvement activities.
- Parents of participating children will be provided timely information about programs under this part, a description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards. The school will provide assistance, opportunities, and/or materials and training to help parents work with their children to improve their children's academic achievement in a format, and when feasible, in a language the parents and family members can understand.
- Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.
- Coordinate and integrate parental involvement programs and activities with other Federal, State and local programs, including preschool programs that encourage and support parents in more fully participating in the education of their children.

Title I School Compact

The Lexington Public School District and the parents of students participating in activities, services, and programs funded by Title I have jointly developed this Compact which outlines how the parents, school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards.

School Responsibilities:

The faculty and staff of the District will:

- Provide high quality curriculum and instruction in a supportive and effective learning environment to enable children to meet the challenging State academic standards.
- Consider the promises made in the Compact at parent-teacher conferences.
- Provide parents with frequent progress reports pursuant to district policy.
- Communicate and work with families to support students' learning.

Parent Responsibilities:

The parent(s) will support their child's learning in the following ways:

- Communicate and work with teachers and school staff on an ongoing basis to be involved and support my child's learning.
- Value and support my child's attendance at school.
- Ensure that homework is completed.
- Promote positive use of my child's extracurricular time.
- Participate in parent groups that support the district's students.
- Endeavor to stay informed about my student's progress and request updates as needed.
- Under the Every Student Succeeds Act, parents of students attending a Title 1 school may request, and the district will provide in a timely manner, information regarding the professional qualifications of the student's teachers and paraprofessionals.

Student Responsibilities:

The student will share the responsibility to improve his or her academic achievement in the following ways:

- Cooperate with my teachers in school and be responsible for my behavior.
- Complete all of my homework assignments on time.
- Participate to the best of my ability in all of my classes.
- Participate in extracurricular activities which will help me become a better student and stay active in my school and community.
- Let my teachers and family know when I need help.

Tornado Warning

It is essential when these drills are held that everyone obey orders promptly. The staff in each classroom will give the students instructions. When the city of Lexington is warned of an approaching tornado, the children will be situated in safe places within the building. No child will be permitted to leave the school building until the danger is passed or unless the child's parents come to get him or her.

Transportation Services

The district operates school buses as a convenience for students and parents. They represent a substantial investment, and students are expected to care for and respect them.

Transportation to School

Students who ride the bus to school will arrive in time for them to eat breakfast at school. Parents must contact their bus driver if a student will not ride the bus on a given day. Bus drivers endeavor to adhere to their schedule, and will wait for riders only a short period of time so as not to jeopardize the time remaining for the rest of their schedule.

Non-resident or option enrollment students may ride the buses, but they will be charged a fee to be established by the board of education. The Superintendent or designee will schedule bus routes, and questions concerning them should be directed to that office.

Bus Regulations

Riding school vehicles is a privilege, not a right. The bus drivers have the same authority as teachers while transporting students. Students must comply with the following rules and all school conduct rules and directives while riding in school vehicles. In addition, students must also comply with the student code of conduct while riding in school vehicles. If misconduct is recurring, the student will not be allowed to ride the bus.

Rules of Conduct on School Vehicles

1. Students must obey the driver promptly.
2. Students must wait in a safe place for the bus to arrive, clear of traffic and away from where the vehicle stops.
3. Students are prohibited from fighting, engaging in bullying, harassment or horseplay.
4. Students must enter the bus without crowding or disturbing others and go directly to their assigned seats.
5. Students must remain seated and keep aisles and exits clear while the vehicle is moving.
6. Students are prohibited from throwing or passing objects on, from, or into vehicles.
7. Students may not use profane language, obscene gestures, tobacco, alcohol, drugs or any other controlled substance on the vehicles.
8. Students may not carry weapons, look-a-like weapons, hazardous materials, nuisance items or animals onto the vehicle.
9. Students may carry on conversations in ordinary tones, but may not be loud or boisterous and should avoid talking to the driver while the vehicle is in motion. Students must be absolutely quiet when the vehicle approaches a railroad crossing and any time the driver calls for quiet.
10. Students may not open windows without permission from the driver. Students may not dangle any item (e.g. legs, arms, backpacks) out of the windows.
11. Students must secure any item or items that could break or produce injury if tossed about the inside of the vehicle if the vehicle were involved in an accident
12. Students must respect the rights and safety of others at all times.
13. Students must help keep the vehicle clean, sanitary and orderly. Students must remove all personal items and trash upon exiting.
14. Students may not leave or board the vehicle at locations other than the assigned stops at home or school unless approved prior to departure by the superintendent or designee.
15. Video cameras may be placed on buses, at random, to monitor student behavior on the bus.

Consequences

Drivers must promptly report all student misconduct to the administration. These reports may be oral or written. Students who violate the Rules for Conduct will be referred to their building principal for discipline. Disciplinary consequences may include a note home to parents, suspension of bus riding privileges, exclusion from extracurricular activities, in-school suspension, short term or long term suspension from school, and/or expulsion.

These consequences are not progressive, and school officials have discretion to impose any listed punishment they deem appropriate, in accordance with state and federal law and board policy.

Records

Records of vehicle misconduct will be forwarded to the appropriate building principal and will be maintained in the same manner as other student discipline records. Reports of serious misconduct may be forwarded to law enforcement.

Requests to be dropped off at a point not on the regular route will not be accommodated, unless extenuating circumstances arise and the request is approved by the transportation director or administration.

Students who are not regular route riders may not ride the bus home with a friend, unless the parent of the non-route student presents written permission to the bus driver ahead of time. The written permission should include the date, the non-route rider's name, the signature of the non-rider's parent, and the place approved for drop off. Such requests may not be granted if they cause overcrowding of the vans or buses (Vans-10 riders only, plus driver).

Transportation to Activities (Policy 6029)

The school district provides transportation to students who are participating in school-sponsored events and they must ride to those events in a school vehicle. Students who wish to take private transportation home from a school event must submit a release form to the sponsor which has been signed by that student's parent. In the event a student misses the bus, alternative transportation arrangements must be approved by the building principal.

Video Surveillance, Recordings, and Photographs

The Board of Education has authorized the use of video cameras on school district property to ensure the health, welfare and safety of all staff, students and visitors, and to safeguard District facilities and equipment. Video cameras may be used in locations deemed appropriate by the Superintendent. If a video surveillance recording captures a student or other building user violating school policies or rules or local, state, or federal laws, it may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

Recordings Made by Parents/Guardians and Patrons

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

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

Weather-Related School Closing (Policy 3013)

The Superintendent will occasionally announce an emergency early school dismissal, late start, or cancellation of school due to extreme heat, snow or ice. School closings will be ordinarily announced on radio station 93.1 KRVN, radio and TV media that utilize WeatherThreat.com including KRVN, the district's website and Twitter/Facebook accounts, and through automated phone calls. Parents should assume that school is open and a regular schedule is being followed if there is no announcement concerning the school district. Please do not call the school or individual staff members to find out whether school is being canceled. Parents who do not believe it is safe to transport their students to school may keep their students home after contacting the district office.

If schools are closed due to severe weather conditions, all after-school activities will be canceled, unless authorized by the administration and activity participation is voluntary.

Withdrawal From School

Students who are moving from the district must notify the school office.

Work Permits

The building principal or other authorized school official shall be responsible for the issuance of work permits for children in accordance with state law.

SECTION TWO: ACADEMIC INFORMATION

Please see handbook supplement for further academic information specific to your school.

Parent Access to Student Information System

Parents and students may log on to the Student Information System (SIS) to access real-time information about grades, attendance, assignments, and more. Through a web-based management system, "PowerSchool", parents will be issued a user identification and password to access their child's current information.

Parents may use computers at the school to access their child's information. Parents may call by phone to receive current homework information in either English or Spanish.

Promotion and Retention

Judgments about promotion from grade level to grade level, completion of a class or course of study, accelerated placement, or retention of a student for a grade level or course of study, are the prerogative of the professional employees of the District. The parents or guardians of pupils who are to be retained shall be notified, and if requested by the parents or guardians, conferences will be held with the parents or guardians indicating the reasons for retention.

Decisions about promotion or retention of students shall be based on consideration of the academic achievement and/or attendance of the student and be directed toward the welfare and development of the student. Pupil progress and completion of prescribed requirements, including completion of prescribed courses of study for students enrolled in special needs programs, shall be the normal basis for decisions about promotion or retention. Retention of pupils for more than one additional year for a given grade is not recommended.

Any student or the parent or guardian of any student shall have the right to review any decisions made about promotion or retention; rights of review are governed by policies of the Board relative to complaints.

Report Cards

Report cards are sent home no later than the week following the end of the nine-week reporting period. Mid-quarter reports are also sent to parents of students who are having difficulty in an academic subject.

SECTION THREE: STUDENT DISCIPLINE (Policy 5035)

General Discipline Philosophy

The school district has the authority to discipline students who behave inappropriately on the way to school, at school, during lunch, on the way home, and at all school activities (home and away or any time while on school or district property).

The school district's discipline is guided by the following principles:

1. The school district's discipline policy is intended to ensure that students take responsibility for their behavior.
2. Behavior expectations and the consequences for failing to meet those expectations will be clearly communicated to all students and their parents.
3. The severity of consequences for violating behavior expectations will generally be progressive in nature. That is, sanctions will increase with each instance of misconduct; however, each instance will be assessed on its own facts, and sanctions will be imposed based on the severity of the misconduct.
4. Parents play a vital role in supporting and reinforcing the school district's expectations of their students.
5. Behavior expectations apply to all students; consequences are enforced consistently without regard to a student's academic record or achievement.

Rules and regulations relating to extracurricular activities including athletics, cheerleading, band, chorus, and club activities can be found in Sections Four and Five of this Handbook. Students who are involved in extracurricular activities may face consequences related to the activity in addition to the consequences addressed in this section.

The school district reserves the right to refer to the appropriate non-school agency any act or conduct of its students which may constitute a crime under federal, state, county, or local law. The administration will cooperate with these agencies in their investigations.

Forms of School Discipline

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

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

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

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

Emergency Exclusion

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

Short-Term Suspension

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

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

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.
4. Students who are short-term suspended will be given the opportunity to complete classwork.

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

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.

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.

Pre-Kindergarten through Second Grade Students

An elementary school shall not suspend a student in pre-kindergarten through second grade unless the student brings a deadly weapon as defined in section 28-109 on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or his or her designee, or at a school-sponsored activity or athletic event. As an alternative to suspension, the school district may take any action authorized by law, including those provided in section 79-258.

Expulsion

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

student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.

3. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.
4. Alternative School or Pre-Expulsion Procedures. The school shall either provide an alternative school, class or educational program for expelled students or shall follow the pre-expulsion procedures outlined in Neb. Rev. Stat. 79-266.

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 initiations, defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of "hazing" as defined below. Initiations are prohibited except by permission of the superintendent;
 - i) 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;
 - j) Bullying which shall include cyber-bullying, 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;

- k) Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion; and
- l) Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- m) Using any object to simulate possession of a weapon;
- n) 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; and
- o) Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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 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; or
- 5) It is a violation of the Nebraska Criminal Code that interferes with school purposes.

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

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

- 1. The decision to recommend discipline shall be made within two school days after learning of the alleged student misconduct. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
- 2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
 - a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
 - b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
 - c. A statement that, before long-term suspension, expulsion, or mandatory reassignment can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of

- suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork or;
- d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
 - e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
 - f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail to the address provided on the form.
3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
 4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the time the long-term suspension, expulsion, or mandatory reassignment takes effect.
 5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall recommend appointment of a hearing examiner within two school days after receipt of the hearing request. The student or the student's parent or guardian may request designation of a hearing examiner other than the hearing examiner recommended by the superintendent if notice of the request is given to the superintendent within two school days after receipt of the superintendent's recommended appointment. Upon receiving such request, the superintendent must provide one alternative hearing examiner who is not an employee of the school district or otherwise currently under contract with the school district and whose impartiality may not otherwise be reasonably questioned. The student or the student's parent or guardian must, within five school days, select a hearing examiner to conduct the hearing who was recommended or provided as an alternative hearing examiner, and shall notify the superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of such notice.
 6. The hearing examiner must, within two school days after being appointed, give written notice to the principal, the student, and the student's parent or guardian of the time and place for the hearing.
 7. The hearing shall be held within a period of five school days after appointment of the hearing examiner, but such time may be changed by the hearing examiner for good cause with consent of the parties. No hearing shall be held upon less than two school days' actual notice to the principal, the student, and the student's parent or guardian, except with the consent of all the parties.
 8. The principal or legal counsel for the school, the student, and the student's parent, guardian, or representative have the right to receive a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession of the school board or board of education no later than forty-eight hours prior to the hearing.
 9. If a hearing is requested more than five school days following the receipt of the written notice,

but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing examiner. The hearing will be held according to the requirements of section 79-269. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.

10. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

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

Reporting Requirement to Law Enforcement

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

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

SECTION FOUR: ACTIVITY PROGRAMS AND EVENTS

Students in “good standing” at Lexington Public Schools are invited to participate in activities. Whether students are active in leadership, clubs, arts activities, athletics, or academic endeavors, they are playing an important role in building school spirit and representing our school and state in a positive manner. LPS activities and events include, but are not limited to, attendance and participation in [1] athletic events, [2] cheerleading and dance team, [3] band, chorus, speech, and drama performances, [4] all clubs and organizations, [5] dances, [6] homecoming festivities, [7] and prom. A complete list of LPS clubs, organizations, and activities can be found on the district website.

The Senior Trip to Washington D.C. is considered a non-school activity with its own rules and requirements.

Absence from School (Policy 6014)

All students are expected to be in regular attendance throughout the school year. When school is in session, the student must be in attendance at least $\frac{1}{2}$ of the school day (four class periods on a regular school day or adjusted for abbreviated schedules) in order to be eligible to practice, rehearse, or perform on that same day. Any student who participates in an activity when not in attendance for at least $\frac{1}{2}$ the school day will not be allowed to participate in the next school activity that is of a similar nature. (Note: If the aforementioned violation involves a practice, the student cannot take part in the next practice. If the violation involves a contest, the athlete will not be allowed to participate in the next contest). The activities director or principal may waive this requirement for funerals, medical appointments, and other extenuating circumstances.

Accountability Lists

See LMS and LHS Handbook Supplements.

Activities on Wednesday Nights and Sundays (Policy 3015)

As it is important for students to have some nights free from school activities, school activities will not be scheduled on Wednesday nights or on Sundays without the approval of the superintendent. Practices on Wednesdays shall not go later than 6:30 PM.

Adding or Dropping Organizations

New organizations may be formed during the school year providing: (1) there is sufficient interest among the students; (2) a certificated staff member is available to sponsor the organization; (3) the purpose and objectives of the organization are part of the overall philosophy of the school. Organizations may also be deleted from the co-curriculum based upon the preceding three requirements. All additions/deletions for the co-curriculum activity must be approved by the school administration. New activities requiring the expenditure of district funds must also be approved by the Board of Education.

Appearance

Participants in the activities program will dress appropriately for the activity in which they are involved and will at all times maintain a neat, clean and well-groomed appearance.

Attendance at Activities

Students attending a school activity may not leave and reenter the activity. This includes school dances and all athletic events except when athletic contests are being held in multiple sites on the same date.

Concussion Information and Medical Release

The Nebraska Unicameral has found that concussions are one of the “most commonly reported injuries in children and adolescents who participate in sports and recreational activities and that the risk of

catastrophic injury or death is significant when a concussion or brain injury is not properly evaluated and managed.”

The School District will:

- a. Require all coaches and trainers to complete one of the following on-line courses on how to recognize the symptoms of a concussion or brain injury and how to seek proper medical treatment for a concussion or brain injury:
 - Heads UP Concussions in Youth Sports
 - Concussion in Sports—What You Need to Know
 - Sports Safety International
 - ConcussionWise
 - ACTive™ Athletic Concussion Training for Coaches; and
- b. On an annual basis provide concussion and brain injury information to students and their parents or guardians prior to such students initiating practice or competition. This information will include:
 - The signs and symptoms of a concussion;
 - The risks posed by sustaining a concussion; and
 - The actions a student should take in response to sustaining a concussion, including the notification of his or her coaches.

A student who participates on a school athletic team must be removed from a practice or game when he/she is reasonably suspected of having sustained a concussion or brain injury in such practice or game after observation by a coach or a licensed health care professional who is professionally affiliated with or contracted by the school. The student will not be permitted to participate in any school supervised team athletic activities involving physical exertion, including practices or games, until the student:

- a. has been evaluated by a licensed health care professional;
- b. has received written and signed clearance to resume participation in athletic activities from the licensed health care professional; and
- c. has submitted the written and signed clearance to resume participation in athletic activities to the school accompanied by written permission to resume participation from the student’s parent or guardian.

If a student is reasonably suspected after observation of having sustained a concussion or brain injury and is removed from an athletic activity, the parent or guardian of the student will be notified by the school of:

- a. the date and approximate time of the injury suffered by the student,
- b. the signs and symptoms of a concussion or brain injury that were observed, and
- c. any actions taken to treat the student.

The school district will not provide for the presence of a licensed health care professional at any practice or game.

School officials shall deem the signature of an individual who represents that he/she is a licensed health care professional on a written clearance to resume participation that is provided to the school to be conclusive and reliable evidence that the individual who signed the clearance is a licensed health care

professional. The school will not take any additional or independent steps to verify the individual's qualifications.

Please see Parent/Athlete Concussion Information form below concerning concussions:

LEXINGTON HIGH SCHOOL	2015-2016 SCHOOL YEAR
PARENT/ATHLETE CONCUSSION INFORMATION FORM	

What is a Concussion?

A concussion is a type of traumatic brain injury that changes the way the brain normally works. It causes a disruption of normal brain function due to either a direct or indirect blow to the head, face, neck or other body part that causes the brain to move back and forth rapidly. This rapid movement causes damage to the brain at a microscopic level.

Concussion Signs & Symptoms

SIGNS OBSERVED BY PARENTS OR COACHES	SYMPTOMS REPORTED BY ATHLETES
Appears Dazed or Stunned	Headache
Confused about what to do or forgets instructions/plays	Nausea or vomiting
Is unsure of game, score, or opponent	Dizziness/Balance Problems
Answers questions slowly	Blurred/Double Vision
Shows mood, behavior or personality changes	Difficulty Concentrating/Memory Problems
Can't recall events prior to or after the hit	Sensitivity to Light &/or Noise

Concussion Danger Signs

Be alert for symptoms that worsen over time. This can be in a matter of hours or in a matter days. Your athlete should receive immediate medical attention if he or she has:

- One pupil larger than the other
- Is drowsy or cannot be awakened
- A headache that gets worse or does not go away
- Weakness, numbness, or decreased coordination
- Repeated vomiting or nausea
- Slurred speech
- Convulsions or seizures
- Cannot recognize people or places
- Increasing confusion, restlessness or agitation
- Unusual behavior
- Loss of consciousness (even a brief loss of consciousness should be taken seriously)

Why Should An Athlete Report Their Symptoms?

An athlete's brain needs time to heal following a concussion. While the athlete's brain is still healing, the athlete is much more likely to have another concussion. Repeat concussions can increase the amount of time it takes to recover. In rare cases, repeat concussions in young athletes can result in brain swelling known as "Second Impact Syndrome" which can even be fatal or cause permanent damage to the brain.

What Should You Do If You Think Your Athlete Has a Concussion?

If you suspect your athlete has a concussion, he or she should be removed immediately from play. The athlete should report any symptoms to their coaches and/or athletic trainer immediately. Continuing to participate in physical activity after a concussion can lead to worsening concussion symptoms, increased risk for further injury, and even death. The athlete should not be allowed to return to activity until a health care professional, experienced in evaluating for concussions has evaluated the athlete for a concussion.



What Can YOU Do to Help Recover from a Concussion?

Rest is key to helping an athlete recover from a concussion. There are no medications that can speed up the recovery from a concussion. Exercise and activities that require a lot of concentration appear to cause concussion symptoms to worsen and/or last longer. Examples of activities to refrain from while recovering from a concussion include: exposure to loud noises, bright lights, computers, playing video games, television & phones (including text messaging). Resting as much as possible in the days following a concussion is the best treatment. Returning to sports following a concussion must be carefully managed by a health care professional.

Interesting Facts About Concussions

- An athlete does not have to lose consciousness to suffer a concussion
- Concussion symptoms may last a few days to several months
- Concussion symptoms can interfere with school, work & social life
- Athletes who have had a previous concussion are at increased risk for another concussion
- Teens are more likely to get a concussion and take longer to recover than adults

Cutting Athletic Squads

We try to carry as large as possible athletic squads in order to give everyone a chance to play. Times a squad might be cut are: NSAA regulations, insufficient facility space and equipment, insufficient transportation, insufficient number of coaches or sponsors, misconduct by a player, and the unlikelihood of playing time.

Dances (LHS)

1. Generally, there will be a limit of 1 dance per semester.
2. Music shall be in good taste, with school-appropriate lyrics.
3. Attire is less restrictive than for the academic climate, but must be in good taste. Attire that is see-through or too revealing isn't permitted.
4. Breathalyzers may be administered to attendees.
5. No one below 9th grade and no one over age 20 is permitted to attend LHS dances.
6. All non-LHS guests must be registered in the office by 3:30 p.m. on the date of the dance.
7. All non-LHS guests must arrive and leave with their LHS date.
8. Student must register in advance their outside dates and have them approved by the principal.

Electronic Communication

The school board supports the use of technology by coaches, extracurricular sponsors, and other staff members to communicate with students for legitimate educational, extracurricular, and other school-related purposes. However, electronic communication between students and teachers, sponsors, and coaches shall be appropriate at all times and shall not violate any law, district policies, or the Regulations and Standards for Professional Practices Criteria, commonly known as Rule 27 of the Nebraska Department of Education ("Rule 27"). Please see the Social Media Policy For School District Employees for further explanation.

Eligibility--NSAA Rules

Eligibility requirements are established by the NSAA in its Constitution and its Bylaws and Approved Rulings. These documents can be found online at <https://nsaahome.org/constitution-bylaws/>.

Eligibility for College

The following link provides information about NCAA college eligibility rules:
<http://www.ncaa.org/student-athletes/future/eligibility-center>.

Equipment

The school tries to furnish the student with as much of the equipment needed for activities as is feasible. All equipment will be checked out to individuals at the beginning of the season by the coach/sponsor in charge. The student will be responsible for this equipment and shall be responsible for the cost of replacement if it is not checked in at the end of the season in reasonable condition. (What item costs when purchased for replacement may be double the original cost in many cases because of ordering a single item.) It is the responsibility of the student to check in the equipment at the end of the season or immediately should he/she quit a sport. If a student fails to check in his/her equipment at the designated time should he/she quit an activity, he/she will be expected to pay for the cost of replacement.

Intramural Activities

Intramural activities will be organized providing, (1) there is an acceptable sponsor available; (2) there is sufficient student interest; and (3) facilities are available. A student may not participate in the intramural program if he/she is participating in NSAA interscholastic athletics in the same season.

Lettering Guidelines

Students of Lexington High School may earn the right to be letter winners in certain extracurricular activities. The activities that offer lettering and their specific lettering requirements may be found on the district website: <https://www.lexschools.org/activities/lettering-requirements/>

General lettering requirements include the following:

1. LHS student managers/assistants are eligible to be awarded letters.
2. All students must finish the season in good standing in order to receive a letter.
3. Letters will be awarded by the school, not an outside organization.
4. Each time an individual letters, he or she will be awarded a letter certificate by the coach/sponsor of that activity. The first time, and only the first time, that an individual letters in any activity, he/she will be awarded the standard chenille letter by the coach/sponsor representative of that activity.

Level of Competition for Team Sports (Football, Volleyball, and Basketball)

The decision as to whether a freshman will be "moved up" to sophomore, reserve and/or varsity competition will be made by the respective coaching staff with the consent of the parents/guardians. All moves may be subject to change during the season. Athletes will be placed according to their athletic abilities/attitude at that given time.

Locker Rooms

All students will be under the direct supervision of the coach/sponsor in charge while dressing. A student must not linger in the dressing room, be rowdy or endanger the safety of others. All cases of misconduct while dressing will be dealt with by the coach/sponsor in charge. Students are to always respect all equipment and supplies in the locker room. Coach's/sponsor's offices and equipment rooms are off-limits to all students unless expressly permitted by the coach or sponsor (e.g. for a conference).

Meals

If requested by the activity coach/sponsor, the district shall provide a student meal allowance for events when the travel time from Lexington exceeds 8 hours.

Medical Treatment

Plum Creek Medical Group and Lexington Regional Health Center will provide a volunteer health care provider to come and assess athletes that have been injured at the request of Lexington Public School Athletic Trainers. The health care provider will come on Wednesdays between 4:00 to 5:00 P.M.

The treatment will include history of the injury, focused exam of the injured athlete, discussion for the need for further assessment and plan of care. No monetary charge for this visit at Lexington High School. If there is further need for more testing (example: x-rays, MRI, CT scans or orthopedic consults) the provider will recommend this. The athlete will be given the option to see whomever they wish for their healthcare at this point. If further workup is needed and are seen at another facility the athlete's parents will be billed at that time.

All billing will initially go through their private insurance. Parents will be notified prior to the assessment so that they may have the opportunity to come to the healthcare provider's exam. If the parent(s) cannot be present, the health care provider will send the notes from the visit home with athlete.

Parents have the choice to take their athlete to their primary care provider for further evaluation if they so choose.

By signing this handbook, the parent gives permission for their son/daughter to be examined at Lexington High School by a voluntary health care provider for the current school year.

Open Gym and Other Off-Season Conditioning Programs

Open Gyms and other like conditioning programs for athletes that are not involved in in-season athletic programs are encouraged for all student-athletes, grades 9-12.

Overnight Stays

If the distance to an event requires a departure time earlier than 6 a.m., student groups shall be allowed to stay overnight at the event location. Exceptions to this rule may be made for state competitions or weather-related contingencies.

Parent Communication with Coaches/Activity Sponsors

Note: This is the model that parents are instructed to follow. This is a binding agreement between the school (and its coaches/sponsors) and parent(s).

When there is a need to contact a coach/sponsor of a sport/activity during the school year, LPS has established the following protocol:

Level 1. Each Head Coach/Sponsor will have a parent meeting during the preseason to establish guidelines and expectations for their student-athletes. Parents are invited to ask questions at this time.

Level 2. During the season, please contact your son/daughter's head coach/sponsor if you have questions or concerns. Please wait 24 hours AFTER a contest to contact your son/daughter's coach/sponsor. Teachable Moment: Have your son/daughter have an initial visit with their head coach. We are preparing student-athletes for adulthood and learning to advocate for themselves is a part of their education.

If the issue is still not resolved to your satisfaction, the decision may be appealed to the Activities Director and up the chain-of-command as described in the district's Complaint Procedure.

Participation Conflicts

In the event a student participates in more than one activity and there is a scheduling conflict between programs, students are encouraged to follow these priorities: 1. State events; 2. District events; 3. Conference events; 4. Regular Season events. When there is a conflict between two activity events having the same priority status, the student shall be allowed to choose which one to attend.

Pep Rallies

In order to support participants in school activities, as well as promote school spirit, pep rallies are occasionally held. Pep rallies must be scheduled through and approved by the building principal.

Practice Regulations

Please visit the NSAA website for the most up-to-date practice/conditioning guidelines.

Pre-Practice/Meeting Requirements

All students who participate in an activity must return the following to the Activities Office before they start practice:

1. Completed and signed physical card
2. Parental/Guardian permission – signature of approvals and agreements

3. Student signature of approvals and agreements

When completed, these are to be turned in to the Activities Office. Only one form per year per participant needs to be completed. This form must be on file in the Activities Office for student participation in all school activities. Upon completion of the before mentioned pre-practice requirements, the office will issue clearance of the student to the coach/sponsor in charge.

Senior "Giant" Photo Requirements

Requirements of inclusion in the "Giant Senior Letter Winner" photo - In order to be included in "Giant" senior photo, athletes must:

- a) Be able to fulfill all requirements for graduation upon completion of the present school year and be a letter winner.
- b) Have been active in a sport during their junior year (unless prohibited by serious injury documented by a medical doctor)

Sportsmanship

LPS abides by the sportsmanship guidelines of the NSAA which can be found at <http://www.nsaahome.org/nsaaforms/pdf/manualsp.pdf>.

Training Room Rules and Procedures

For training room rules and procedures, see guidelines at <http://lexstrength.weebly.com/>.

Traveling to Practice Field, Courts or Buildings

In some school activities including, but not limited to, soccer, softball, and golf, parents may be asked to arrange for transportation of their child to the practice/game location.

Travel To and From Activity Events (Policies 5044, 6029)

To promote team unity, LPS staff members and activity groups shall normally travel together to and from all contests/events by school bus or school vehicle. Travel by private vehicle is discouraged, but when necessary, must comply with Board Policy 6029 concerning activity travel. All members of an activity group will ordinarily return from a contest/event by the same means of transportation provided in taking them to the contest/event. The following exceptions may be granted:

1. A participant may continue on a trip with his/her parents or remain at the site when their parents are visiting friends, relatives, etc.
2. If returning to Lexington causes a hardship upon the family, such as if the participant lives between the site and Lexington.
3. If a participant must return home early because of another obligation or emergency situation.

Students shall follow all transportation rules described in Board Policy 5044 and this Handbook.

The policy of the school district is for activity buses to return from any regular season, conference, or district contest on the same day of the contest, or the last day the LHS team or other activity group competes if the contest spans more than one day, e.g. a tournament. (Length of stay for state competitions will be made on a case-by-case basis.) The activities director may make exceptions to this rule given extraordinary circumstances that threaten the safety of the driver or passengers including, but not limited to, treacherous road conditions, poor visibility, and bus breakdowns. Parents and students are advised that in some cases, buses will arrive home late at night. Students are expected to be on time to school the day following activities regardless of bus arrival times. (Parents have the prerogative to keep students home, but missed school time will still count toward total absences.)

Use of Facilities Including Weight Room

No student will work out or use school facilities unless he or she is under the supervision of a coach or sponsor. For further information, visit <http://lexstrength.weebly.com/>.

SECTION FIVE: ACTIVITIES CODE OF CONDUCT

Purpose

School activities are considered an extension of, but separate from, the regular curricular program. Participating in the extracurricular programs is a privilege, not a right, and carries certain expectations beyond those of the regular curricular program. Goals of the LPS Activities Program are to give students: [1] direction in developing healthful living habits, [2] discipline, [3] leadership, [4] teamwork, [5] respect for rules and regulations, [6] personal responsibility, and [7] provide positive opportunities for students as an incentive and alternative to destructive activities or action.

Lexington Middle and High School students involved in extracurricular activities shall abide by the rules and expectations of the Activities Code of Conduct.

Period of Enforcement

These rules and regulations shall be enforced from August 1 through June 1 of each school year. Additionally, rules shall be enforced any time school-sponsored activity events (e.g. practices, camps, clinics, performances) are conducted including during summer break.

Prohibited Conduct

- Receipt of a criminal citation by law enforcement for any reason.
- Conviction of a crime in adult court or the adjudication of a criminal charge in juvenile court.
- Any behavior that is illegal under the laws of Nebraska or the United States of America regardless of whether it results in a criminal charge or conviction.
- Any conduct that substantially interferes with the educational process or disrupts the activity or event.
- Possession, consumption, use, distribution, or being under the influence of alcohol, illicit drugs, tobacco, controlled substances, or any lookalike or imitations thereof; or being in the presence of alcohol, illicit drugs, controlled substances, or any lookalike or imitations thereof that are being possessed, consumed, used, or distributed by any person under twenty-one (21) years of age without parental supervision. "Lookalike or imitations" means substances such as K2 and products like electronic nicotine delivery systems, vapor pens, etc.

*Presence at wedding receptions, graduation parties, quinceañeras, family reunions, and other gatherings or events potentially having these substances are not included as long as the purpose of the gathering is not to consume alcohol or use tobacco, illicit drugs, or controlled substances.

**The term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the use or abuse of any substance for the purpose of inducing a condition of intoxication, stupefaction, depression, giddiness, paralysis, inebriation, excitement, or irrational behavior, or in any manner changing, distorting, or disturbing the auditory, visual, mental, or nervous processes. This includes the use or possession of any tobacco product, including the use of vapor products, alternative nicotine products, or any other such look-alike product.

- Engaging in hazing as defined by state law and district policy. See Section III of this handbook.
- Bullying which shall include cyber-bullying, 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.

- Using any Internet or social networking websites to make statements, post pictures, or take any other actions that are indecent, vulgar, lewd, slanderous, abusive, threatening, harassing or terrorizing.
- Violating any school policy or a coach's or activity sponsor's training rules or rules of conduct.
- Dressing or grooming in a manner which is (A) dangerous to the student's health and safety or a danger to the health and safety of others, (B) lewd, indecent, vulgar, or plainly offensive, (C) materially and substantially disruptive to the work and discipline of the school or an extracurricular activity, (D) interpreted to advocate the use of illegal drugs or other substances by a reasonable observer.
- Failing to report for an activity at the beginning of a season unless excused by the coach or activity sponsor.
- Failing to attend scheduled practices and meetings unless excused by the coach or activity sponsor.
- Submission of a false statement or accusation by any student that results in an activities code investigation may result in disciplinary action if such reports are determined to be malicious in intent.

Discipline Procedures

Prior to any disciplinary action under this activities code, the following procedures shall be followed:

1. The activities director shall make an investigation of alleged violation and provide an opportunity for the student to present his or her version of the facts surrounding the alleged violation.
2. The student and his/her parent or guardian shall be given oral or written notice of the information obtained as a result of the investigation and provided an opportunity to confer with the coach or sponsor and activities director regarding the incident and any resulting disciplinary action.
3. The activities director shall make a decision regarding disciplinary action after steps 1 and 2 have been followed.
4. The student or the student's parents will be given written notice of the disciplinary action taken within a reasonable amount of time by the activities director.

Consequences for Violations

Consequences are subject to the discretion of the activities director in consultation with coaches/sponsors. When determining appropriate discipline, the activities director may consider such factors as any prior or additional misconduct; whether the student self-reported the offense; the nature and seriousness of the offense; the motivation for the offense; the amount of violence involved, if applicable; the student's demeanor and attitude regarding the violation; the actual, threatened, or potential risk to the student and others due to the student's behavior; whether the student has compensated or will compensate the victim in the event of property damage or personal injury; whether

the circumstances of the violation are likely to recur; the student's willingness to participate in evaluations, counseling, or other programs; any mitigating factors; and any other relevant factors. Students who violate any provision of these Activity Participation Rules may be subject to discipline up to and including expulsion from extracurricular activities and school sponsored events, (including, but not limited to, graduation ceremony and related activities). These disciplinary consequences and this Activity Code of Conduct are in addition to and do not prejudice, diminish, impede, or reduce any discipline that is authorized by the Nebraska Student Discipline Act, Neb. Rev. Stat. §§ 79-254 to 79-294, Board Policy, or the Student Handbook.

Consequences for substance violations (possession, use, distribution, proximity): First Violation:

Alcohol/controlled substances/illicit drugs: Suspension from 20%* of competition days

Tobacco/e-cigarettes/electronic nicotine delivery system/tobacco imitation substance or packaging: Suspension from 10%* of competition days

Second Violation:

Alcohol/controlled substances/illicit drugs: Suspension from 40%* of competition days and required drug/alcohol counseling as assigned by the Activities Director

Tobacco/e-cigarettes/ electronic nicotine delivery system/tobacco imitation substance or packaging: Suspension from 20%* of competition days (includes succeeding violations)

Third and Succeeding Violations:

Alcohol/controlled substances/illicit drugs: Suspension from all competition days for one calendar year and required drug/alcohol counseling as assigned by the Activities Director

*Students who self-report in a timely manner may have suspension reduced by half.

- A "competition day" is defined as a day when the student is scheduled to participate in a game, contest, or other performance. Tournaments with more than one game held on the same day are counted as one competition day. Students participating concurrently in more than one school activity (e.g. a sport and One Act) shall face suspension in both activities.
- The student will be suspended from all activities currently in season, or the next extracurricular activity if the student is not involved in an activity when the violation occurs. Any suspension can carry over to the following school year in the event a student does not participate in any other extracurricular activity in the year the suspension was assigned.
- When/if the student goes out for a sport/activity, the suspension will begin at the start of that season. However, if a student quits, is suspended, or is "cut" from participation for any reason during the aforementioned season, s/he will be required to face the same suspension in the next sport/activity in which s/he chooses to participate.
- If a student quits or is suspended from one sport/activity, s/he will not be allowed to participate in another activity during the same season.
- For middle school students, violations are cumulative over the course of a student's middle school career; for high school students, over his/her high school career.
- If suspended, the student must continue to participate in practices, rehearsals and/or conditioning during the suspension if required by the coach or activity sponsor. The failure to comply with the practice/rehearsal/conditioning requirement will make the student ineligible for reinstatement to the activity.
- Non-activity related school consequences supersede the Activities Code of Conduct when the violation carries a stiffer penalty. Students assigned out-of-school suspensions are prohibited from participating in or attending school activities including rehearsals/practices until the school suspension has been served.

- **Misrepresentations.** Any misrepresentation of fact by a student regarding any alleged violation of these rules shall be considered a separate violation of these rules, and the student shall be subject to additional disciplinary action.

Questions. Any parent or student who has questions about board policy, this code, training rules, or rules of conduct of coaches or activity sponsors, or their interpretation or application shall consult with the activities director and/or the superintendent.

Assistance

Students are encouraged to consult with their coach, an administrator, a counselor, or a teacher to obtain access to educational, counseling, and other programs and resources that may be available to help avoid misconduct that may result in discipline under this policy.

NSAA requirements and by-laws are subject to change.

Please visit www.nsaahome.org for the most current information, or visit your Activities Director if you have questions.

SECTION SIX: DISTRICT CALENDAR

Lexington Public Schools

2024-25 School Calendar | Parent-Student

2024

July					August					September				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
1	2	3	4	5				1	2	2	3	4	5	6
8	9	10	11	12	5	6	7	8	9	9	10	11	12	13
15	16	17	18	19	12	13	14	15	16	16	17	18	19	20
22	23	24	25	26	19	20	21	22	23	23	24	25	26	27
29	30	31			26	27	28	29	30	30				

October					November					December				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
	1	2	3	4					1	2	3	4	5	6
7	8	9	10	11	4	5	6	7	8	9	10	11	12	13
14	15	16	17	18	11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	18	19	20	21	22	23	24	25	26	27
28	29	30	31		25	26	27	28	29	30	31			

2025

January					February					March				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
		1	2	3						3	4	5	6	7
6	7	8	9	10	10	11	12	13	14	10	11	12	13	14
13	14	15	16	17	17	18	19	20	21	17	18	19	20	21
20	21	22	23	24	24	25	26	27	28	24	25	26	27	28
27	28	29	30	31						31				

April					May					June				
M	T	W	T	F	M	T	W	T	F	M	T	W	T	F
	1	2	3	4				1	2	2	3	4	5	6
7	8	9	10	11	5	6	7	8	9	9	10	11	12	13
14	15	16	17	18	12	13	14	15	16	16	17	18	19	20
21	22	23	24	25	19	20	21	22	23	23	24	25	26	27
28	29	30			26	27	28	29	30	30				

- First Day of School
- No School
- Early Dismissal
- End of Quarter
- Parent Teacher Conferences

LEXINGTON PUBLIC SCHOOLS
 300 S. Washington St.
 Lexington, NE 68850
 (308)324-4681

www.lexschools.org
[facebook.com/lexschools](https://www.facebook.com/lexschools)
twitter.com/lexschools

Early Learning Academy	324-1841
Bryan Elementary	324-3762
Morton Elementary	324-3764
Pershing Elementary	324-3765
Sandoz Elementary	324-5540
Lexington Middle School	324-2349
Lexington High School	324-4691



School Hours:	
Grades K-12	8:00am - 3:25pm
ELA	AM: 7:40am - 11:10am PM: 12:00pm - 3:30pm



August	
14	First Day of School Grades PK, 1, 3, 5, 7, 8, 9, 12 only
15	First Day of School Grades PK, K, 2, 4, 6, 10, 11 only
September	
2	No School
3	No School
27	1:30pm Dismissal
October	
11	End of 1st Quarter
16	1:30pm Dismissal - Parent Teacher Conferences (4pm-8pm)
17	No School - Parent Teacher Conferences (9am-1pm)
18	No School
21	No School
November	
27	1:30pm Dismissal
28-29	No School
December	
20	1:30pm Dismissal End of 2nd Quarter
23-31	No School
January	
1-3	No School
20	No School
24	1:00pm Dismissal
February	
12	1:30pm Dismissal - Parent Teacher Conferences (4pm-8pm)
13	No School - Parent Teacher Conferences (9am-1pm)
14	No School
March	
13	End of 3rd Quarter
14	No School
17	No School
April	
18-21	No School
25	11am Dismissal - High School Only
May	
4	Class of 2025 Graduation - 2:00pm
22	1:30pm Dismissal - Last Day of School
June	
2-27	Summer School

*Two extra days are built into the calendar for unanticipated cancellations. The calendar will be shortened by two days if there are no cancelled days and by one day if there is one cancelled day.

IN AN EMERGENCY TAKE ACTION



HOLD! In your room or area. Clear the halls.

STUDENTS

Clear the hallways and remain in room or area until the "All Clear" is announced
Do business as usual

ADULTS

Close and lock the door
Account for students and adults
Do business as usual



SECURE! Get inside. Lock outside doors.

STUDENTS

Return to inside of building
Do business as usual

ADULTS

Bring everyone indoors
Lock outside doors
Increase situational awareness
Account for students and adults
Do business as usual



LOCKDOWN! Locks, lights, out of sight.

STUDENTS

Move away from sight
Maintain silence
Do not open the door

ADULTS

Recover students from hallway if possible
Lock the classroom door
Turn out the lights
Move away from sight
Maintain silence
Do not open the door
Prepare to evade or defend



EVACUATE! (A location may be specified)

STUDENTS

Leave stuff behind if required to
If possible, bring your phone
Follow instructions

ADULTS

Lead students to Evacuation location
Account for students and adults
Notify if missing, extra or injured students or adults



SHELTER! Hazard and safety strategy.

STUDENTS

Use appropriate safety strategy for the hazard

Hazard

Tornado
Hazmat
Earthquake
Tsunami

Safety Strategy

Evacuate to shelter area
Seal the room
Drop, cover and hold
Get to high ground

ADULTS

Lead safety strategy
Account for students and adults
Notify if missing, extra or injured students or adults



STANDARD™ REUNIFICATION METHOD

STUDENT/PARENT REUNIFICATION

Circumstances may occur at the school that require parents to pick up their students in a formalized, controlled release. This process is called a Reunification and may be necessary due to weather, a power outage, hazmat or if a crisis occurs at the school. The Standard Reunification Method is a protocol that makes this process more predictable and less chaotic for all involved.

Because a reunification is not a typical end of school day event, a reunification may occur at a different location than the school a student attends. If this location is another school, then those students may be subject to a controlled release as well.

NOTIFICATION

Parents may be notified in a number of ways. The school or district may use its broadcast phone or text message system. In some cases, students may be asked to send a text message to their parents. A reunification text message from a student may look something like this: *"The school has closed, please pick me up at 3:25 at the main entrance. Bring your ID."*

PARENT/GUARDIAN EXPECTATIONS

If a parent or guardian is notified that a reunification is needed, there are some expectations that parents or guardians should be aware of. First, bring identification. That will streamline things during reunification. Second, be patient. Reunification is a process that protects both the safety of the student and provides for an accountable change of custody from the school to a recognized custodial parent or guardian.

WHAT IF A PARENT CAN'T PICK-UP THEIR STUDENT?

When a parent can't immediately go to the reunification site, students will only be released to individuals previously identified as a student's emergency contact. Otherwise, the school will hold students until parents can pick up their student.

WHAT IF THE STUDENT DROVE TO SCHOOL?

There may be instances where a student may not be allowed to remove a vehicle from the parking lot. In this case, parents are advised to recover the student. In some circumstances, high school students may be released on their own.

Reunification Information (PLEASE PRINT CLEARLY)

Have photo identification out and ready to show school district personnel.

Student Name _____

Student Grade _____ Student Cell Phone Number _____

Name of person picking up student _____

Signature _____

Phone number of person picking up student _____

Relationship to student being picked up _____

Photo identification matches name of person picking up student? Y or N _____

Parent completes:

Print Student Name Again _____ School/personnel completes upon release of student

Student Grade _____

Student Birthday _____

HOW IT WORKS

For students, the school asks that students be orderly and quiet while waiting. Students may be asked to text a message to their parents or guardians. Students are also asked not to send other text messages either in or out of the school or reunification area. Keeping the cellular network usage at a minimum may be important during a reunification.

REUNIFICATION CARDS

For parents, there are a couple of steps. If a parent is driving to the school, greater awareness of traffic and emergency vehicles is advised. Parents should park where indicated and not abandon vehicles. Parents are asked to go to the Reunification "Check In" area and form lines based on the first letter of their student's last name. While in line, parents are asked to fill out a reunification card. This card is perforated and will be separated during the process. Some of the same information is repeated on both the top and separated bottom of the card. Parents are asked to complete all parts of the card.

In the case of multiple students being reunified, a separate card for each student needs to be completed.

BRING ID TO CHECK IN

During check in, identification and custody rights are confirmed. The card is separated and the bottom half given back to the parent.

From the "Check In" area parents are directed to the "Reunification" area. There, a runner will take the bottom half of the card and take it to the Student Assembly Area to recover the student or students.

Parents should be aware that in some cases, they may be invited into the building for further information.

INTERVIEWS AND COUNSELING

In some cases, parents may be advised that a law enforcement investigation is underway and may be advised that interviews are necessary. In extreme cases, parents may be pulled aside for emergency or medical information.



SECTION EIGHT: DISENROLLMENT AND ATTENDANCE FORMS

This section contains forms referenced under the Attendance section of this Handbook.

Collaborative Plan. This document is used to address barriers to attendance in a student attendance hearing.

Disenrollment forms. These documents are used to disenroll a student from school based on age and other criteria. Disenrollment from school is a serious decision with significant legal ramifications. Nebraska Statutes § 79-201 to 79-209 cover compulsory attendance at public school, exceptions, and the ways that a parent or a student who has reached 18 years of age may disenroll. The forms in this packet will help parents and students complete the legally required steps.

The disenrollment process is different for students of different ages. Multiple forms are contained in this packet. You only need to complete one of the disenrollment forms. When selecting the correct form for disenrollment, please note that the forms ask about your student's current age AND what age your student will be on January 1 of the current school year.

Depending on the age of your student at disenrollment, an exit interview may be required by state law.

Collaborative Plan Addressing Barriers to Attendance

Student Name: Click here to enter text. Student Grade: Click here to enter text.

Building: Click here to enter text. Classroom/Homeroom Teacher: Click here to enter text.

Date of Meeting: Click here to enter a date. Number of absences at time of meeting: Click here to enter text.

What are the primary reasons the student has been absent: Click here to enter text.

Based on that information, meeting participants considered the following issues (check all that apply):

- Illness related to physical or behavioral health of the child
- Educational Counseling
- Referral to community agencies for economic services
- Family or individual counseling
- Assisting the family in working with other community services
- Referral to student assistance team for possible Section 504 or IDEA eligibility
- Other: Click here to enter text.

Attendance Plan

Based on the above considerations, this attendance plan will be put into place: Steps to be taken by school staff: Click here to enter text.

Steps to be taken by student: Click here to enter text.

Steps to be taken by parent/guardian: Click here to enter text. Steps to be taken by third parties: Click here to enter text.

Signatures of Meeting Attendees:

Parent/Guardian: _____

Student: _____

Attendance Officer: _____

Counselor or School Administrator _____

Other (indicate title): _____

If parents/guardians are not present at the meeting, please attach documentation showing that the school made reasonable efforts to invite the parents.

Notice to family: Nebraska law requires students to be in attendance at school each day that such school is open and in session, except when excused by school authorities or when illness or severe weather conditions make attendance impossible or impracticable. Nebraska law also requires school officials to investigate any possible violation of this requirement. Please note that if your student accrues more than 20 absences, the school district may refer the child to the county attorney for action under Neb. Rev. Stat. § 43-247(3)(a) and (b).

I have received a copy of this Plan, including the above notice:

Parent/Guardian: _____

Student: _____

If parents/guardians are not present at the meeting, please attach documentation showing that the school made reasonable efforts to invite the parents.

Disenrollment of Five-Year-Old Child Attendance Affidavit of Parent/Guardian and Student

I, _____, am the parent or legal guardian of _____, and have legal authority to make education decisions regarding the student. My child resides in the Lexington Public School District but will not be enrolled in and regularly attend a public, private, denominational, or parochial day school which meets the requirements for legal operation in Chapter 79 of the Nebraska statutes.

I certify that the child was born on (date) _____, is five years old, and will not reach the age of six years old prior to January 1 of the ___-___ school year. I am disenrolling my child pursuant to section 79-201 of the Nebraska statutes and district policy. I understand that my student whose enrollment is discontinued using this form shall not be eligible to reenroll in this school district until the beginning of the following school year unless otherwise required by law.

Printed Name of parent or guardian: _____

Relationship to Student: _____

Address: _____ Phone Number: (____) _____

Signature of parent or guardian: _____

Signature of student: _____

(not required if the student is too ill to attend)

COUNTY OF _____)

) ss.

STATE OF NEBRASKA)

Signed in my presence and sworn to this ____ day of _____, 20____.
(month)

_____ Notary Public

Alternative Educational Arrangements for Six-Year-Old Child Attendance Affidavit of Parent/Guardian and Student

I, _____ am the parent or legal guardian of _____, and have legal authority to make education decisions regarding the student. My child resides in the Lexington Public School District but will not be enrolled in and regularly attend a public, private, denominational, or parochial day school which meets the requirements for legal operation in Chapter 79 of the Nebraska statutes.

I certify that the child was born on (date) _____, is six years old, and will not reach the age of seven years old prior to January 1 of the ___-___ school year. I am not enrolling my child this school year because:

Please check one of the following:

___ The child is participating in an education program that I believe will prepare the child to enter grade one for the following school year.

___ I intend the child to participate in a school which has elected or will elect, pursuant to section 79-1601 of the Nebraska statutes, not to meet accreditation or approval requirements; and I intend to provide the Commissioner of Education with the required statement to that effect on or before the child's seventh birthday.

Printed Name of parent or guardian: _____

Relationship to Student: _____

Address: _____ Phone Number: (____) _____

Signature of parent or guardian: _____

Signature of student: _____

(not required if the student is too ill to attend)

COUNTY OF _____)

) ss.

STATE OF NEBRASKA)

Signed in my presence and sworn to this _____ day of _____, 20__.

_____ Notary Public

**Disenrollment of Child Between 16 and 18 Years of Age Affidavit of
Parent/Guardian and Student**

I, _____ am the parent or legal guardian of _____, and have legal authority to make education decisions regarding the student. My child resides in the _____ School District but will not be enrolled in and regularly attend a public, private, denominational, or parochial day school which meets the requirements for legal operation in Chapter 79 of the Nebraska statutes because illness makes attendance impossible or impracticable, or because financial hardships make it necessary for the child to be employed to support the child's family.

I certify that the child was born on (date) _____, and is 16 or 17 years old. I authorize and direct the school district to discontinue the child's enrollment pursuant to section 79-202 of the Nebraska statutes. I understand that state law requires an exit interview as part of the disenrollment process. I agree to attend an exit interview scheduled by the superintendent's office at a date to be determined. My child will attend the exit interview unless unable to do so due to illness.

Printed Name of parent or guardian: _____
Relationship to Student: _____
Address: _____ Phone Number: (____) _____

Signature of parent or guardian: _____

Signature of student: _____
(not required if the student is too ill to attend)

COUNTY OF _____)
) ss.
STATE OF NEBRASKA _____)

Signed in my presence and sworn to this ____ day of _____, 20____.

_____ Notary Public

Disenrollment of Student 18 Years of Age

I, (print name) _____, certify that I am at least 18 years of age and no longer wish to attend Lexington Public Schools. I am authorized to disenroll from school because I am not of mandatory attendance age pursuant to section 79-201(1)(b) of the Nebraska statutes.

Printed Name of student: _____

Signature of student: _____
(not required if the student is too ill to attend)

COUNTY OF _____)

) ss.

STATE OF NEBRASKA)

Signed in my presence and sworn to this ____ day of _____, 20__.

_____ Notary Public

Superintendent Verification of Exit Interview

I, _____, am Superintendent of Lexington Public Schools. Principal _____ and I attended the exit interview with the parent and child on _____, 20____. The parent and child presented the information that is required by statute. In my opinion, the parent has legal and actual charge of the child and the child's illness makes attendance impossible or impracticable, or the child is experiencing financial hardship which necessitates employment to support the family.

Superintendent

SECTION NINE: REQUIRED DISTRICT FORMS

This section contains forms which students and their parents must complete and return to the school office no later than September 1 or one week from the time you received the handbook.

HANDBOOK RECEIPT

This Student/Parent/Activities Handbook is distributed in accordance with Nebraska State Law, Section 79- 262, paragraph three which states in part: "Rules and Standards which form the basis for discipline shall be distributed to students and parents at the beginning of each school year or at the time of enrollment...". This Handbook and building-specific Handbook Supplements can be accessed on the district's website at <http://www.lexschools.org/district-information/policies>.

Parents/Guardians and students are required to sign and return the receipt form below before September 1 or no later than one week after receiving this handbook.

Parent/Student Agreement

I acknowledge I have either been provided a copy of or have been provided access on the district's website (<http://www.lexschools.org/district-information/policies>) to the Student/Parent/Activities Handbook and all relevant Handbook Supplement(s) including those for the Early Learning Academy (pre-K), Elementary (K-5), Middle School (6-8), and/or High School (9-12). I have read said Handbook and relevant Handbook Supplements that describe the Lexington Public School District's discipline, attendance, and activities policies; regulations; rules; and expectations to be followed by students enrolled in the Lexington Public Schools, including the Drug Free School Policy. My child and I have discussed these policies and understand that we must comply with them.

WARNING: SERIOUS CATASTROPHIC AND PERHAPS FATAL INJURY MAY RESULT FROM ATHLETIC PARTICIPATION. Many forms of athletic competition result in violent physical contact among players, the use of equipment which may result in accidents, strenuous physical exertion and numerous other exposures to risk of injury. Students and parents must assess the risks involved in such participation and make their choice to participate in spite of those risks. No amount of instruction, precaution, or supervision will eliminate these risks. Students have suffered accidents resulting in death, paraplegia, quadriplegia, and other very serious permanent physical impairment while playing sports. By granting permission for your student to participate in athletic competition, you, the parent or guardian, acknowledge that such risk exists. Students will be instructed in proper techniques to be used in athletic competition and in the proper utilization of all equipment worn or used in practice and competition. Students must adhere to that instruction and utilization and must refrain from improper uses and techniques. I understand the statement above and I understand that by allowing my student to participate in athletic events, I assume the risk that he/she may be injured, perhaps severely.

Recognition of Potential Amendments or Supplements

The rules and information provided in this handbook may be supplemented or amended by the School District's administration at any time, consistent with applicable law and board policy. All parents shall be provided notice of any such changes by the district's regular means of contact. By signing below, you agree that you will read any such information and communications, discuss them with your child, and recognize that you must comply with all rules, procedures, and requirements as they apply at that time.

Student's Signature	Date	Parent/Guardian's Signature	Date
Student's Printed Name	Date	Parent/Guardian's Printed Name	Date

Emergency Information Form

Student's Name

Parent/Guardian's Name(s)

Mailing Address

Home Phone

Father's Employer

Business Phone

Mother's Employer

Business Phone

Other Person Who May Be Contacted in Case of Emergency

Phone

Choice of Doctor

Phone

Parental Authorization and Release Form

Administration of Non-Prescription Drugs to Students

While the administration of medications to students should be scheduled outside of school hours whenever possible, occasionally it may be necessary for school personnel to administer nonprescription drugs to a student as authorized by the student’s parents, guardians, or medical professionals and state law. School personnel will only dispense those nonprescription drugs which have been approved by state and federal law for use as a drug and meet the definition of nonprescription drugs in Nebraska’s Medication Aide law which states:

Nonprescription drugs means nonnarcotic medicines or drugs which may be sold without a medical order and which are prepackaged for use by the consumer and labeled in accordance with the requirements of the laws and regulations of this state and the federal government.

In order for students to be administered nonprescription medication by school personnel, a parent or guardian must:

- Complete and return this authorization form.
- Provide the district with any nonprescription drugs you wish to be administered in its original container from the manufacturer, which must include legible, unadulterated manufacturer instructions. The container must be labeled with the student’s name.
- Provide the district with specific written instructions regarding the requested nonprescription drug’s administration, including the date(s) the student is to be administered the drug, the dosage to be administered, the frequency of administration, and any other details or conditions relevant to administration.

School personnel will not administer nonprescription drugs in a manner inconsistent with the manufacturer instructions or state law. School personnel will not administer non-prescription drugs that are expired.

The undersigned are the parent(s), guardian(s), or person(s) in charge of

_____. (name of the student)

I authorize and request school personnel to administer nonprescription drugs to my student. I release the school district, its officials, and employees from any and all liability concerning the administration of nonprescription drugs to my student.

DATED this ____ day of _____, 20____.

_____ Parent/Guardian

Parental Authorization and Release Form Administration of Prescription Drugs to Students

The undersigned are the parent(s), guardian(s), or person(s) in charge of

_____. (name of the student)

It is necessary that the student receive (name of drug) _____,
a physician-prescribed drug, during school intervals beginning on (date) _____ and continuing
through _____ (date).

I hereby request that the School District, or its authorized representative, administer the drug named
above to my child named above, in accordance with the prescribing physician's instructions, and agree
to:

1. Submit this request to the teacher.
2. Make certain the Physician's Request for the Administration of Prescription Medication by School Personnel is submitted to the teacher.
3. Make sure personally that the drug is received by the teacher and/or county nursing service administering it, in the container in which it was dispensed by the prescribing physician or licensed pharmacist.
4. Make sure personally that the container in which the drug is dispensed is marked with the drug name, dosage, interval dosage, and date after which no administration should be given.
5. Submit a REVISED STATEMENT signed by the physician prescribing the drug to the teacher IF ANY OF THE INFORMATION PROVIDED BY THE PHYSICIAN CHANGES.
6. Release the School District and the Board of Education of the School District and all employees, agents, and the representatives of the School District from any liability concerning the giving or non-giving of the drug to the student.

DATED this _____ day of _____, 20____.

_____ Parent/Guardian

Physician's Request for Administration of Prescription Medications by School Personnel

DATE _____

CHILD'S FULL NAME _____ is under my care and must take medication which I have prescribed during the school day.

Name of medication (as it appears on container in which the drug is stored)

Dosage and time _____

Date administration of drug is to begin _____

Possible adverse reactions to be reported to physician

Special instructions for the administration and storage of the drug

I or my designee(s) have trained school personnel or approved alternative training as adequate to administer the medication, have evaluated the situation, the general administration plan and if applicable, the self-administration plan or emergency care plan, and deemed each to be safe and appropriate, and if applicable authorize the use of hypodermic syringes and needles or similar medical terms.

Name of Physician and Designee

_____ Print or Type

_____ Primary Phone Number

_____ Secondary Phone Number

_____ Signature of Physician

Record of Self-Adminstrated Medicine

Parent's Phone _____

Student Name _____ Grade _____

Date to Begin _____ Date to End _____

Name of Medication _____

Dosage of Medication _____ Time _____

Doctor _____ Phone #1 _____ Phone #2 _____

Possible Adverse Reaction _____

_____ gives permission for _____ our son/daughter to self-administer specific medications at school. This medication cannot be taken at any other non-school time.

DATED this _____ day of _____, 20 ____.

Students who are able to self-administer specific medication may do so provided:

1. The physician provides written authorization allowing self-administration of said medication.
2. The parent provides written authorization allowing self-administration of said medication.
3. Such medication is transported to the school and maintained under the student's control in the original, properly labeled package and (a) is not opened except when self-administrating the medication, (b) is not self-administered during instructional time or in the presence of other students unless medically necessary, and (c) is not shown or exhibited to other students.
4. The student's physician or physicians' designee has (1) evaluated the situation and deemed it to be safe and appropriate; (2) documented this on the physician's authorization for the student's cumulative health record, and (3) approved the general administration plan.
5. The student and the student's physician or physician's designee have developed a plan for reporting and supervising self-administration.
6. The principal and appropriate teacher are informed that the student is self-administering prescribed medication.

_____ Medical Provider's Signature

Permission for Participation in Field Trips/Health Form

Student Name: _____

Class: _____

DOB: _____

PLEASE COMPLETE ALL THE FOLLOWING HEALTH RELATED INFORMATION:

Name of Parents/Guardians: _____

Home Address: _____

Home Phone: _____ Father's cellphone #: _____

Mother's cellphone#: _____

Father's Business Name & Telephone: _____

Mother's Business Name & Telephone: _____

In the event of an emergency injury or illness, I wish the following persons to be notified in case the parent cannot be contacted:

Name: _____ Phone#: _____

Name: _____ Phone#: _____

Family Physician Name: _____ Phone#: _____

Health Ins. Co. _____ Policy #: _____

My child has the following medical/health concerns: _____

Is this student allergic to any drugs? Yes___ No___

Please list if Yes _____

Does this student have a history of diabetes or epilepsy? Yes___ No___

Please list if Yes _____

Does this student wear contact lens? Yes___ No___

List any medications and dosage that the student needs to take and time of dosage.

ILLNESSES

I _____ give permission for any relevant health information of my child, necessary for educational planning and/or student safety, to be shared among appropriate school personnel who serve the student (for example: doctors, nurses, teachers, coaches, or, staff member administering medication.)

Transportation for activities may be provided by: district vehicle, walking, **private vehicle/staff or volunteers, or other means.

** I understand that if my child is being transported via private vehicle that the vehicle's owner's insurance is primary and that the district's liability, if any, would only be in excess of the limits carried by the owner of the vehicle.

** By my signature below, as parent or legal guardian, I authorize the school to obtain a qualified physician to examine the above named student in the event of injury, and to administer emergency care and to arrange for consultation by a specialist, if deemed necessary, to insure proper care of any injury, in the course of such activities or such travel or during the normal school day. Every effort will be made to contact the parent or guardian to explain the nature of the problem prior to any such treatment.

++ I understand that if my child is to be taking medications, that additional forms need to be filled out prior to a school activity, trip, or for any medication to be administered by the school. I understand that I must provide a correctly labeled pharmaceutical container for any medication.

++ I understand that the school district will make every reasonable effort to provide a safe environment. I am fully aware of risks inherent in participation in the type of proposed activities, including physical injury, or other consequences which might arise. If I have questions, I understand that I can call the school.

++Having read all of the above, I hereby give permission for the above named student to participate in "Field Trips" that are approved field trips of the school throughout the school year. I understand that any "over-night or out-of-state field trips" the school will provide a separate form for my permission for this student to participate.

Parent(s) Signature _____

Date _____



Lexington Public Schools Staff Handbook

2024-2025

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INTRODUCTION

This handbook provides information to persons who are employed by the school district and are referred to in this handbook as employees, staff, or staff members. It is designed to provide practical information about the daily operation of the schools in the district and contains building and district directories, safety and emergency information, as well as district policies and procedures. Each staff member should carefully review this handbook. The administration and the board of education continually review policies and procedures, so staff members should discuss comments, concerns or suggestions about this handbook with their building principal or another member of the administrative staff.

This handbook does not create a “contract” of employment. Staff positions and assignments that do not require a teaching certificate or are not otherwise governed by the teacher tenure laws may be ended or changed on an at-will basis notwithstanding anything in this handbook or any other publication or statement, except a contract approved by the board of education.

Many situations may arise that are not covered by this handbook. In those instances, staff members should use their own good judgment or consult with the administration. If any information contained in this handbook conflicts with board policy or state statute, the policy or statute will govern.

The provisions in this handbook are subject to change at the sole discretion of the Superintendent and the Board of Education. From time to time, you may receive updated information concerning changes in the handbook. These updates should be kept within the handbook so that all procedures can be kept up to date. If you have any questions regarding this handbook, please ask your supervisor or the Superintendent for assistance.

Your suggestions about ways to improve the school are welcome and will always be considered.

NOTICE OF NONDISCRIMINATION

Lexington Public Schools does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The school district prohibits sex discrimination in any education program or activity in any education program or activity that it operates.

Individuals who believe that they have been the subject of unlawful discrimination or harassment due to their disability, or that have other related concerns or questions, should contact the ADA/Title II Coordinator: Angie Kovarik at 308.324.1209, angie.kovarik@lexschools.org or in person at the District Administration Building.

Individuals who believe that they have been the subject of unlawful discrimination or harassment due to their sex, or that have other related concerns or questions, should contact the Title IX Coordinator: Angie Kovarik at 308.324.1209, angie.kovarik@lexschools.org, PO Box 890 or in person at the District Administration Building. The School District's specific Notice of Nondiscrimination on the Basis of Sex may be accessed at the following link: <https://www.lexschools.org/title-ix/>

Individuals who believe that they have been the subject of unlawful discrimination or harassment due to their race, color, or national origin, or that have other related concerns or questions, should contact the Title VI Coordinator: Angie Kovarik at 308.324.1209, angie.kovarik@lexschools.org, PO Box 890 or in person at the District Administration Building.

Individuals who believe that they have been the subject of any other unlawful discrimination or harassment should contact the Student Services Director, Angie Kovarik at 308.324.1209, angie.kovarik@lexschools.org or in person at the District Administration Building. Students may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

For additional prohibited discrimination and related information, please review school district Policy 3053 - Nondiscrimination.

DRUG-FREE WORKPLACE REQUIREMENTS (Policy 4002)

It is vitally important to have a healthy workforce that is free from the effects of illegal drugs. The use or possession of unlawful drugs in the workplace has a very detrimental effect upon safety and morale of the affected employee, coworkers, and the public at large; and on productivity and the quality of work.

Federal law requires this school district, as a recipient of federal funds, to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the district's workplace is prohibited. The term "workplace" includes every location where district employees may be found during their working hours or while they are on duty, regardless of whether the location is within the geographic boundaries of the district. Any employee who violates this policy will be disciplined with measures up to and including discharge. The district may, in its sole discretion, require or allow an employee who violates this policy to participate in and satisfactorily complete a drug abuse assistance or rehabilitation program.

The district shall provide every current employee with a copy of this policy, and shall provide each newly hired employee with a copy upon hiring. Every employee shall be required to signify receipt of a copy of the policy in writing. All district employees must abide by this policy, including those who are not directly engaged in the performance of work pursuant to a federal grant.

An employee must notify his/her supervisor of any conviction of a criminal drug statute for a violation occurring in the workplace within five days. The failure to report such a conviction will be grounds for dismissal. If the employee convicted of such an offense is engaged in the performance of work pursuant to the provisions of a federal grant, the district shall notify the grant agency within 10 days of receiving notice of a conviction from the affected employee or of receiving actual notice of such a conviction.

POLICIES AND PROCEDURES REGARDING ALL STAFF

Accidents and Injuries (Policy 4061)

Staff must inform the building office immediately of all accidents and/or injuries to students or staff, and complete the appropriate accident form which is available from the central office. The accident form must be returned to the central office within twenty-four hours.

Activity Accounts and Fundraising

Activity accounts are handled through the business office. No student or sponsor may make any purchase without a signed purchase order from the activities director or finance director. Purchases made without permission are the personal obligation and responsibility of the purchaser.

The superintendent or his/her designee is responsible for authorizing any fundraising on the part of student activities. No fundraising may occur without express permission of the superintendent.

New student activities requiring the expenditure of district funds must be approved by the Board of Education.

Activity Tickets

The provision of activity passes is addressed in the collective bargaining agreement. This provision applies to both certified and classified employees.

Agents, Salesmen and Other Business Representatives (Policy 4008)

All business representatives calling on school matters must obtain permission from the superintendent or building principal before conferring with staff. Staff must determine whether the business representative has been granted permission before discussing business matters. Classroom teachers may not interrupt class work to confer with such representatives.

Staff may not use school time, school equipment, or school facilities for any personal activity for personal financial gain or confer with any business representative for personal business during school time.

Announcements and Circulars

No announcements shall be made before any school group without authorization of the principal or superintendent.

Any circulars or advertising displayed within the school shall have the approval of the building principal or superintendent before posting.

Board Policies, Rules, and Directives (Policy 1004)

The Board of Education has adopted policies that govern the operation of the school district. A complete policy manual is available on the district's website or in the central administrative office. These manuals will be updated as the board adopts new policies or modifies existing policies. In particular, the 4000 series deals with policies that affect personnel. Board has authorized the Superintendent and his or her designee to adopt rules and directives regarding the conduct of students, staff, and other persons. Many of these rules and directives are published in the Student-Parent Handbook, respective Student-Parent Handbook Supplement(s), and Staff Handbook, respectively. Each of these handbooks are available on the district's website and in the main administrative office. By signing below, you agree that you have read and understood these policies,

handbooks, rules, and directives, their application to you, and that you have had an opportunity to discuss any questions with the administration.

Chaperoning

Upon approval by the administrator in charge, a staff member may be allowed to accompany and assist in supervising a student group on a school field trip. In such cases, the district shall pay the employee his/her daily rate of pay if the field trip occurs during contract time or normal work hours. If the approved employee is ordinarily compensated on an hourly rate basis, the district shall pay for time not to exceed the employee's normal work hours; time spent chaperoning beyond this time shall be considered voluntary. Employees shall not be compensated for field trips occurring over the weekend or during other off contract or off work times.

Complaint Procedure (Policy 2006)

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

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

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

Complaint and Appeal Process.

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant reasonably believes speaking directly to the person would subject complainant or complainant's student to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, coordinator, superintendent, or president of the board of education, as set forth below. Anyone with questions about the appropriate person to speak with may request clarification from the Superintendent.
 - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
 - b) Complaints about the operation, decisions, or personnel relating to secondary activities programs should be submitted to the Activities Director.

- c) Complaints about the operation, decisions, or personnel relating to district technology matters should be submitted to the Technology Director.
 - d) Complaints about the operation, decisions, or personnel relating to district business or financial matters should be submitted to the Finance Director.
 - e) Complaints about the operation, decisions, or personnel relating to special education, migrant/EL programs, curriculum/instruction, extended learning, or other student services should be submitted to the appropriate coordinator.
 - f) Complaints about coordinators should be submitted to the Student Programs Director.
 - g) Complaints about the operation, decisions, or personnel relating to buildings and grounds upkeep and maintenance or transportation matters should be submitted to the Facilities and Transportation Director.
 - h) Complaints about the operation, decisions, or personnel relating to food service matters should be submitted to the Food Service Director.
 - i) Complaints about the operations of the school district, a building principal, or director should be submitted in writing to the Superintendent.
 - j) Complaints about the Superintendent should be submitted in writing to the President of the Board of Education.
 - k) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may also be submitted at any time during the complaint procedure to the applicable coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator, director, or coordinator; the administrator, director, or coordinator shall first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator, director, or coordinator will promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the respondent.
 - 1) If the complainant has not, urge the complainant to discuss the matter directly with the respondent, if appropriate.
 - 2) If the complainant refuses to discuss the matter with the respondent, the administrator, director, or coordinator shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
 - b) Strongly encourage the complainant to reduce his or her concerns to writing.

- c) Interview the complainant and, if necessary, the respondent against whom the complaint is filed, to determine:
 - 1) All relevant details of the complaint;
 - 2) All witnesses and documents which the complainant believes support the complaint;
 - 3) The action or solution which the complainant seeks.
 - d) Respond to the complainant. If the complaint involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator, director, or coordinator receives the complaint.
4. If either the complainant or the respondent is not satisfied with the decision, he or she may appeal the decision to the Superintendent. The Superintendent may assign a qualified designee to hear any appeal. This provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.
- a) The appeal must be in writing.
 - b) This appeal must be received by the Superintendent no later than three (3) calendar days from the date of the decision.
 - c) For complaints addressed through other applicable procedures that do not include a separate investigatory process, the Superintendent will investigate as he or she deems appropriate.
 - d) The Superintendent will prepare a written decision and provide it to the complainant and any other person entitled by law to receive the appeal decision. For complaints involving discrimination or harassment, the Superintendent shall submit the decision within 180 calendar days after the Superintendent received complainant's written appeal. Appeals to the Superintendent from complaints involving discrimination or harassment are final once the Superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.
5. The Board of Education's (Board) role is to set policy, establish and implement a budget, and evaluate the superintendent. The Board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the Board's statutory roles, it does not hear complaints or appeals that may involve oversight or discipline of students, staff, or others, unless those involve the Superintendent as discussed below. The Board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The Board will hear appeals only in the following circumstances:
- a) When the complaint is about a Board policy, not implementation of the policy;

- b) When the complaint involves the budget or school expenditures that have been or must be approved by the Board; or
- c) When the board is required by law, policy, or contract to hear a complaint or appeal.

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

- d) This appeal must be in writing.
- e) This appeal must be received by the board president no later than ten (10) calendar days from the date the superintendent communicated his/her decision to the complainant.
- f) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment allegations against the Superintendent shall be promptly and thoroughly investigated by the President of the Board or a designee.
- g) The board president will notify the complainant and any other person legally required to receive the decision in writing of its decision. If the complaint involves discrimination or harassment allegations against the Superintendent, the President of the Board shall submit the decision within 180 calendar days after receiving the written appeal.
- h) There is no appeal from any decision of the Board unless authorized by law.

6. Formal complaints about the Superintendent shall be filed with the President of the Board. However, complaints about the Superintendent do not include disagreement with the Superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the Superintendent. Upon receipt of a complaint, the President of the Board or his or her designee shall promptly and thoroughly investigate the complaint, and shall:

- a) Coordinate with school district staff, other than the Superintendent, to determine if another procedure in policy or law requires the complaint against the Superintendent to follow another procedure. If so, the President of the Board will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the Superintendent, the President of the Board or, at his or her discretion, the full Board will serve only to hear any appeal by a party to the complaint.
- b) Determine whether the complainant has discussed the matter with the Superintendent.
 - 1) If the complainant has not, the President of the Board or designee will urge or require the complainant to discuss the matter directly with the Superintendent, if appropriate or required.
 - 2) If the complainant refuses to discuss the matter with the Superintendent, the President of the Board shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.

- c) Determine, in his or her sole discretion, whether to place the matter on the Board agenda for consideration at a regular or special meeting by the full Board.
- d) Respond to the complainant or appeal. If the complaint or appeal involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the President received the complaint.
- e) Appoint or contract with other individuals qualified to assist the Board through this process or any other applicable procedure used to address allegations against the Superintendent.

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

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

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Student Programs Director. The Student Programs Director will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

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

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

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

Conflict of Interest (Policy 4053)

All staff members are subject to the board's policy governing conflict of interest. That policy provides,

in part, that no employee shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the employee would thereby be influenced.

Contact Information

Staff are required to keep the district informed of any change in their name, address, telephone or other contact information. Contact the building secretary and business office payroll specialist to report a change.

Copyright and Fair Use (Policy 4020)

The school district complies with federal copyright laws. Staff members must comply with copyright laws when using school equipment or working on behalf of the district. Federal law prohibits the unauthorized reproduction of works of authorship, regardless of the medium in which they were created.

The “fair use” doctrine allows limited reproduction of copyrighted works for educational and research purposes. “Fair use” of a copyrighted work includes reproduction for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship or research. Staff who are unsure whether their proposed reproduction of copyrighted material constitutes “fair use” should consult with their building principal.

Corporal Punishment (Policy 4018)

Corporal punishment, defined as the infliction of bodily pain as a penalty for disapproved behavior, is prohibited. Some physical contact is inevitable, and most of it is appropriate. Therefore, physical contact, short of corporal punishment, is acceptable to promote personal interaction with students, to maintain order and control, and to protect persons and property.

Credit Card Use (Policy 3036)

Authorized users have standing authority to use the purchasing card to charge actual, necessary, and reasonable travel expenses. Otherwise, the purchasing card may only be used to purchase goods and services approved by the board or the superintendent or designee. Authorized users may check out district credit cards for approved travel expenses requiring an overnight stay. Ordinarily, the district will not issue credit cards when staff depart and return on the same day of the event.

Crisis Team Duties (Policy 3041)

Any staff member appointed by the district administration will serve on the Crisis Response Team as outlined in board policies and the Crisis Team Handbook. The Crisis Response Team serves a vital role in supporting the district’s staff and students. It is the responsibility of the appointed staff member to discuss with the district administration any circumstances which may affect the staff member’s ability to perform the tasks required by board policy.

Discrimination and Harassment

The school district prohibits discrimination and harassment based upon or related to race, color, national origin, sex, religion, marital status, disability, age or any other unlawful basis that (1) has the purpose or effect of creating an intimidating, hostile, or offensive school environment, (2) has the purpose or effect of substantially or unreasonably interfering with an employee’s school performance, or (3) otherwise adversely affects an employee’s employment opportunities. Employees who believe that they have been the subject of unlawful discrimination or harassment due to their disability, sex,

or any other unlawful discrimination should contact the Student Services Director Angie Kovarik at 308.324.1209, angie.kovarik@lexschools.org, or in person at the District Administration Building. Employees may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

Disability Leave

Disability leave will be treated in the manner required by state and federal law and consistent with the negotiated agreement with the school district's local education association. Disability leave will run concurrently with FMLA leave.

Driving (School or Personal Vehicles)

Staff members who drive school vehicles or volunteer to use their personal automobile to transport students must have a valid driver's license and proof of insurance. Staff members will be provided a Driver's Certification form to verify this information. Staff members who drive school vehicles or transport students in their personal vehicles are responsible for following safe driving practices, including use of seat belts by all occupants, and are responsible for any injury or accident. Staff members are not to use cell phones while driving a school vehicle or while transporting students. Please see the school district's policy on school vehicle use for further information.

Drivers for the school district must be free from drug and alcohol use or abuse. The school district will test drivers as permitted under state and federal law and in accordance with board policy.

Dress Code (Policy 4041)

The attire worn by staff members projects an important image to students and the general public. Certified staff, paraeducators and office staff should generally dress in business casual attire. Classroom staff may not wear the following types of clothing during the traditional school day from 7:45 a.m. to 3:45 p.m. when students or visitors are in attendance or when the employee is supervising, directing or coaching students when the public is in attendance:

- T-shirts or sweatshirts, except when the shirt has a logo which identifies the school and/or the school's mascot.
- Sweat, jogging and wind suits, except when teaching a physical education activity in the gymnasium or on a playing field.
- Shorts, except when teaching physical education class or at athletic or other activity practices. People may not wear leggings without a cover garment or miniskirts but may wear capris.
- Blue jeans, except on Fridays which is considered a dress casual day. Other denim colors are acceptable Monday through Friday.
- Any clothing which creates modesty difficulties for the employee or distracts other employees or students in the learning environment.

The building principal may temporarily suspend all or a portion of the dress code in the event other factors support a lower dress expectation for school employees.

The appearance of professional staff members shall be appropriate to their assigned duties and indicative of their professional standing in the school and community.

Custodial, maintenance and transportation, and nursing staff should dress in attire appropriate to the work they are performing and as approved by their supervisors.

Face coverings: Administration may require staff to wear face coverings based on health recommendations and local considerations. Face coverings will be provided for staff members who do not supply their own.

Drug and Alcohol Testing

School district administrators who suspect that drugs or alcohol may be present in a staff member's system may require the staff member to provide a body fluid or breath sample as provided in Nebraska law. Staff members who refuse a lawful directive to provide a body fluid or breath sample may be subject to disciplinary or administrative action by the employer, including denial of continued employment.

Duty to Report

School personnel shall self-report any of the following to the District's Superintendent within 24 hours of its occurrence or at the beginning of the next school day, whichever is earlier:

- Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
- Any arrest for any reason;
- Any criminal conviction;
- Any sentence of incarceration;
- Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the employee for child abuse and/or neglect;
- Any complaint or other administrative filing against the employee that could impact any certificate or professional license held by the employee;
- Any action or threat of action by any entity against the employee's driver's license or ability or authority to operate a motor vehicle if the employee's job duties may require the operation of a motor vehicle.

The failure to make a report required by this section may result in disciplinary action up to and including cancellation, termination, and non-renewal.

Electronic Communication While Driving

Except as provided below, school personnel shall not use any electronic communication device to read a written communication, manually type a written communication, send a written communication, verbally communicate with others, or otherwise communicate with others while operating a school vehicle or while using a school-issued electronic communication device while operating a private vehicle. This prohibition includes, but is not limited to, answering or making telephone calls, engaging in telephone conversations, and reading or responding to emails, instant messages, or text messages.

The superintendent or building principal may grant exceptions and allow verbal communication on an as needed basis for specific district-related work based upon employees' duties and responsibilities.

Emergency Response to Life Threatening Asthma or Anaphylaxis (Policy 5048)

School employees will comply with the requirements of "Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)" exhibited below. 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 physicians licensed to practice medicine in Nebraska on the form entitled "Protocol: Emergency Response to Life Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)" ("Protocol"). The superintendent shall publish this policy and Protocol in each employee handbook.

The superintendent shall arrange to have a qualified medical person train employees, and for training updates as necessary.

EMERGENCY RESPONSE TO LIFE-THREATENING ASTHMA OR SYSTEMIC ALLERGIC REACTIONS (ANAPHYLAXIS)

DEFINITION: Life-threatening asthma consists of an acute episode of worsening airflow obstruction. Immediate action and monitoring are necessary.

A systemic allergic reaction (anaphylaxis) is a severe response resulting in cardiovascular collapse (shock) after the injection of an antigen (e.g. bee or other insect sting), ingestion of a food or medication, or exposure to other allergens, such as animal fur, chemical irritants, pollens or molds, among others. The blood pressure falls, the pulse becomes weak, **AND DEATH CAN OCCUR.** Immediate allergic reactions may require emergency treatment and medications.

LIFE-THREATENING ASTHMA SYMPTOMS:

Any of these symptoms may occur:

- Chest tightness
- Wheezing
- Severe shortness of breath
- Retractions (chest or neck “sucked in”)
- Cyanosis (lips and nail beds exhibit a grayish or bluish color)
- Change in mental status, such as agitation, anxiety, or lethargy
- A hunched-over position
- Breathlessness causing speech in one-to-two word phrases or complete inability to speak

ANAPHYLACTIC SYMPTOMS OF BODY SYSTEM:

Any of the symptoms may occur within seconds. The more immediate the reactions, the more severe the reaction may become. Any of the symptoms present requires several hours of monitoring.

- Skin: warmth, itching, and/or tingling of underarms/groin, flushing, hives
- Abdominal: pain, nausea and vomiting, diarrhea
- Oral/Respiratory: sneezing, swelling of face (lips, mouth, tongue, throat), lump or tightness in the throat, hoarseness, difficulty inhaling, shortness of breath, decrease in peak flow meter reading, wheezing reaction
- Cardiovascular: headache, low blood pressure (shock), lightheadedness, fainting, loss of consciousness, rapid heart rate, ventricular fibrillation (no pulse)
- Mental status: apprehension, anxiety, restlessness, irritability

EMERGENCY PROTOCOL:

1. CALL 911
2. Summon school nurse if available. If not, summon designated trained, non-medical staff to implement emergency protocol
3. Check airway patency, breathing, respiratory rate, and pulse
4. Administer medications (EpiPen and albuterol) per standing order
5. Determine cause as quickly as possible
6. Monitor vital signs (pulse, respiration, etc.)
7. Contact parents immediately and physician as soon as possible

Employee-Related Sexual Harassment (Policies 3053, 4014)

It is the policy of the school district to provide an environment free of unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct or communication constituting sexual harassment. Sexual harassment by any employees and students is unequivocally prohibited. Sexual harassment is misconduct that interferes with work productivity and wrongfully deprives employees of the opportunity to work and students of the opportunity to study and be in an environment free from unsolicited and unwelcome sexual overtones. Sexual harassment includes all unwelcome sexual advances, requests for sexual favors and other such verbal or physical misconduct. Sexual harassment is a prohibited practice and is a violation of the law.

The U.S. Equal Employment Opportunity Commission has issued guidelines interpreting Section 703 of Title VII as prohibiting sexual harassment. Sexual harassment is defined in those guidelines as follows:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical misconduct of a sexual nature constitutes sexual harassment when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- (3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

A person who feels harassed is encouraged to inform the person engaging in sexually harassing conduct or communication directly that the conduct or communication is offensive and must stop. If the person who feels harassed does not wish to communicate directly with the person whose conduct or communication is offensive, or if direct communication with the offending person has been ineffective, the person who feels harassed should report the conduct or communication using the district's complaint policy. Complaints involving sexual harassment may also be submitted at any time to the district's Title IX coordinator.

Regardless of the means selected for resolving the problem, the good faith initiation of a complaint of sexual harassment will not affect the complainant's employment, compensation or work assignments as an employee, or status as a student.

Sexual harassment of students is addressed in a separate policy.

Expenses (Policy 3004)

The board of education will reimburse staff for all approved expenses incurred in attending to school business. Reimbursement for mileage, supplies, overnight travel expense and credit course reimbursement fees are processed on an expense report form that is available from each building secretary. Appropriate receipts must be attached.

To be reimbursed for an item or for personal car use, staff members must complete a reimbursement claim form, attach receipts and submit it to the Superintendent for approval.

All claims for reimbursement must be approved by the board, so some delay is probable. Mileage reimbursement will be denied if a school vehicle was available.

Family and Medical Leave (FMLA) (Policy 4011)

Qualified employees will be provided leave under the Family and Medical Leave Act (FMLA) as provided in board policy. The school district will utilize the “rolling” 12-month period measured backward from the date an employee uses any FMLA leave.

Family Military Leave (Policy 4011.1)

Qualified employees will be provided leave under the Nebraska Family Military Leave Act as provided in board policy. Leaves of absence without pay for military or Reserve duty are granted to all employees as required by law. An employee who is called to active military duty or to Reserve or National Guard training or who volunteers for the same should submit copies of the military orders to the Superintendent as soon as is practicable. An administrator, at his or her discretion, may require an employee who requests leave under the Nebraska Family Military Leave Act to provide certification from the proper military authority to verify the employee’s eligibility for the leave requested.

In-School Communication

Every staff member will be assigned a mailbox in the building where he or she works. Staff are expected to check their mailboxes daily.

A great deal of information is distributed to staff via the school’s e-mail system. Each staff member must check his or her email account at least once a day. Staff members are allowed to use their school email accounts for a moderate amount of personal e-mail correspondence. However, sending or receiving personal email during class time is prohibited, regardless of whether that personal e-mail is received on the staff member’s school email account or a personal account.

Mass emails and District auto-calling system: Mass emails shall only be used for school/educational purposes. The District’s auto-calling system shall be utilized only for relaying messages of an urgent nature (school closings, emergencies or crises, etc.). Requests to send mass emails or utilize the district’s auto-calling system shall be submitted to the superintendent for approval.

Jury Duty – Service as Witness in Court (Policy 4016)

An employee who has been called to serve as a juror will be granted paid leave. Employees must sign over to the district the compensation they receive for jury duty, but not compensation for expenses.

An employee who has been subpoenaed to testify as a witness in a court proceeding shall be entitled to one day of paid leave. To receive paid leave, the employee must sign over to the district his or her witness fee.

Keys

Staff will not lend or have any duplicate keys made of any school key. Staff will make sure all doors are locked when they enter or leave the building other than regular school hours. Staff members are responsible at all times for all keys issued to them and must keep their keys in a secure location or on the employee’s person. Each classroom teacher must check that the doors and windows in his or her room are closed and locked at the end of the school day. Staff must report lost or stolen keys to the building principal immediately.

Locker Room Supervision (Policy 4062)

Staff members must review and comply with the board's policy regarding locker room supervision.

Maintenance & Cleaning Requests

Staff members should communicate with their supervisor or principal about maintenance or cleaning requests.

Meal Program

Staff may take advantage of meals offered through the district's food program. Staff may purchase lunches from the school cafeteria at the district's established adult meal prices. The lunch price includes one carton of milk. Staff members must deposit funds in their lunch accounts before purchasing meals. Staff members will not be allowed to run a deficit in their lunch accounts.

Milk Expression (Policy 4045)

Except as otherwise provided by law, the district will provide reasonable break time for an employee who wishes to breastfeed or express breast milk for her nursing child each time such employee has the need to do so. The district will provide a place, other than a bathroom, which is shielded from view and free from intrusion from co-workers and the public. These accommodations will be provided for one year after the child's birth, unless otherwise required by law.

News and Press Releases

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

Activity sponsors and other staff who are involved in newsworthy activity should submit typed press releases to the office for distribution to the media when noteworthy events have occurred. Coaches must communicate with local TV, radio, and print media promptly after matches or games to disseminate the results.

Newsletters (if applicable)

The building principal will inform staff of the relevant deadlines for each newsletter. Staff members are encouraged to submit articles for the newsletter that report recent classroom activities and that emphasize positive aspects of the district's mission.

Obligations Related to American Civics Instruction

All staff members shall be familiar with, and comply with, the requirements of state law, board policy, and district curriculum to properly instruct students regarding American Civics, Social Studies, American History, and appropriate patriotic exercises on particular days of the year. Neglect of any such responsibilities by any employee may be considered just cause for dismissal.

Outside Employment (Policy 4008)

No full-time staff member may accept any other employment or carry on any business or activity for profit that interferes with the complete and competent discharge of his or her responsibilities to the school district.

Ownership of Copyrighted Works (Policy 4020)

All written or artistic works, instructional materials, inventions, procedures, ideas, innovations,

systems, programs, or other work product created or developed by any employee in the course and scope of performance of his or her employment duties on behalf of the district, whether published or not, shall be the exclusive property of the district. The district has the sole right to sell, license, assign, or transfer any and all right, title, or interest in and to such property.

Political Activities (Policy 4044)

District employees retain all rights of citizenship, including, but not limited to, engaging in political activities. An employee of the District may participate in the political process, including seeking an elected office, provided that the staff member does not campaign on school property during working hours, and provided all other legal requirements are met. The District assumes no obligation beyond making such opportunities available.

While the District supports its employees by allowing them to exercise their rights, any impact on the employee's ability to perform his or her functions as required by the district is grounds for discipline. For further guidance regarding political conduct on school grounds, contact the superintendent and consult the board policies.

Pregnant or Parenting Students (Policy 5008)

The school district encourages students who are pregnant or parenting to continue to participate in the district's educational and extracurricular programs. Students who anticipate deviations from their regular school experience or accrue absences due to pregnancy or parenting have been told to notify their building principal as early as possible to discuss their educational programming. The building principal will work with the student and appropriate district staff to develop a plan to assist the student in participating in district curriculum and extra-curricular activities. Such a plan may include:

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

Problem Resolution (Policies 3034, 4005, 4054)

Disputes or disagreements that are not otherwise governed by the grievance procedure contained in the Negotiated Agreement shall be subject to the complaint procedure contained in school district policy.

Employees should submit communications or reports regarding the district to their immediate supervisor, then the superintendent, and only then to the board. They have the same right to communicate with the board about matters of public concern as other patrons of the district, but must follow the chain of command before communicating about employment-related issues.

Professional Boundaries Between Staff and Students (Policy 4043)

All district employees must follow board policy when interacting with students in any way. School district employees are responsible for conducting themselves professionally and for teaching and modeling high standards of behavior and civic values, both at and away from school. District employees must be aware of professional boundaries between students and staff, and they must never blur the boundaries. These standards of behavior apply to social networking sites, such as

Facebook, Instagram, and Twitter, along with communications and interactions of any kind between staff and students.

A violation of board policies for professionalism will form the basis for employee discipline up to and including termination or cancellation of employment, filing a report with law enforcement officials, and filing a report with the Commissioner of Education.

Further guidance and examples of prohibited behaviors can be found in board policy.

Professional Growth (Policy 4032)

Every six years, permanent certificated employees shall give evidence of professional growth. Six semester hours of college credit shall be accepted as evidence of professional growth.

The board of education believes the goal of professional self-improvement to be inherent in the responsibilities of each certificated district employee.

Other professional growth activities which may count toward the six-year requirement include non-credit courses, lecture series, workshops, conferences, study groups, local in-service courses, committee service, supervising a student teacher, serving with professional groups, travel of significant educational value, and membership in professional organizations. The employee must receive prior approval from the building principal for any of these activities to count toward professional growth.

No professional growth units will be awarded if the applicant has been paid for a non-college activity either by released time or by an additional amount paid by the school district.

One unit of professional growth credit will generally be equivalent to ten hours of personal time spent on an educational activity.

Purchasing (Policy 3004)

All requisitions for books and school supplies must be filed with the building principal. The requisition must include the name of the article being requested, where it may be purchased, how many articles are required and their cost. Requisition forms are available on the district's website. Orders should not be placed until the district office has issued a purchase order number. Once an order has been received, the staff member placing the order shall verify its accuracy and submit the packing slip to the business office so payment can be processed. Failure to follow the procedure for requisitions may prevent the staff member from receiving the items requisitioned. All orders or supplies must be authorized by the administration. Staff may be personally liable for any orders placed without such authorization.

When routine supplies are needed for immediate use, staff should contact the building secretary. When it is necessary to make a special or emergency requisition for supplies or equipment, staff should contact the principal.

Records and Reports (Policies 4007, 4022)

All staff members shall promptly furnish the administration with any information relating to their professional training, experience, activities or work required for reports to county, state or federal officials or for official school records. Personal information will be treated confidentially by school

officials.

Reporting Child Abuse or Neglect (Policy 4054)

Because of their daily contact with school-age children, educators and other school employees are in a unique position to identify abused and/or neglected children. Nebraska law defines child abuse or neglect as knowingly, intentionally, or negligently causing or permitting a minor child to be (1) placed in a situation that endangers his or her life or physical or mental health; (2) cruelly confined or cruelly punished; (3) deprived of necessary food, clothing, shelter or care; (4) left unattended in a motor vehicle, if such child is six years of age or younger; (5) sexually abused; or (6) sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films, or depictions.

Reporting Procedure. School employees who have reasonable cause to believe that a child has been subjected to child abuse or neglect or observe a child being subjected to conditions or circumstances which reasonably would result in child abuse or neglect will report the suspected abuse or neglect according to the following procedure.

Any school employee who has reasonable cause to believe that a child has been abused or neglected shall report the suspicion to the building principal immediately. Generally, the employee and principal together shall report the suspected abuse and neglect to local law enforcement and/or to the Department of Health and Human Services. In the event that (a) the principal does not believe that there is reasonable cause to believe that a child has been abused or neglected but the employee does or (b) there are exigent circumstances requiring the immediate report of child abuse and neglect and the principal or other administrator is not available for consultation, the employee shall personally report or cause a report to be made to local law enforcement or to the Department of Health and Human Services and inform the principal of the report.

When the principal makes a report of suspected child abuse or neglect at the request of or based upon information provided by an employee without the employee present, he/she shall inform the employee(s) who made the initial report.

Nothing in the paragraph above shall hinder a school employee from fulfilling his/her/their obligation to report suspected abuse or neglect if he, she or they have reasonable cause to believe that a child has been abused or neglected.

Any doubt or question in reporting such cases shall be resolved in the favor of reporting the suspected abuse or neglect. Consultation between the administrator and school employee is encouraged, keeping in mind that prompt reporting is essential.

Contents of the Report. The report to authorities shall contain the following information to the extent it is available: (1) name and position of reporting person; (2) name, address, and age of abused or neglected person; (3) address of the person or persons having custody of the abused or neglected person; (4) the nature and extent of the abuse or neglect, or the conditions and circumstances which would reasonably result in such abuse or neglect; and (5) any other information that may be useful in establishing the identity of the persons involved and cause of the abuse or neglect.

Legal Immunity. Nebraska statutes give legal immunity from any civil or criminal liability to any person who makes a good faith report of child abuse or neglect or participates in a judicial proceeding resulting from such a report.

School Calendar

The official school calendar is maintained in each building office. All activities and events must be scheduled and approved by the building principal or activities director. To avoid conflict, a sponsor should not call a meeting of any activity until the schedule has been checked and the meeting approved by the appropriate administrator.

School Property (Policy 3014)

School property is not to be lent to individuals.

Staff or groups who wish to use school facilities should make requests to the building principal or activities director as early as possible so that they may be placed on the school calendar.

Staff must inform the building principal of any school property that needs repair or that is lost, stolen, or damaged beyond repair. Matters regarding custodial service in the building should be handled through the principal's office.

School Vehicle Use

The transportation of students in a pupil transportation vehicle is governed by the rules of the Nebraska Department of Education and the district's safe pupil transportation plan or safety and security plan. School district employees, board members, and other elected or appointed school district officials who are not transporting children are authorized to use a school district vehicle to travel to a designated location or to their home when the primary purpose of the travel serves a school district purpose. Staff should refer to the board policy regarding the use of school vehicles.

Security

Each staff member is responsible for the security of his/her own classroom or work area. Staff must lock the doors and windows of their classrooms and/or other work areas each night. Staff shall also keep their classroom doors locked and closed while students are in session. They may keep their doors open during their planning periods or at other times students are not present.

Staff members who use the building after it has been locked by the custodian or on weekends, are responsible for turning off all lights and locking all windows and doors that they or students under their supervision may have used.

Under no circumstances are pupils to be allowed in the building after school hours without faculty supervision. Keys to any school areas are not to be loaned to students under any circumstances.

Smoking, Tobacco Use, E-cigarette Use on School Premises or at School Activities (Policy 3016)

The use or possession of any tobacco product, including cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems; alternative nicotine products; or any other such look-alike or imitation product, is not permitted on school property at any time.

Sniffer (Drug) Dogs (Policy 3045)

The board of education finds that the possession of illegal drugs and other contraband on school grounds is unlawful, is disruptive of the educational process, is harmful to students and staff, and is

contrary to the interests of the school district. Accordingly, to minimize the presence of these items on school grounds, the administration is authorized to use sniffer dogs according to the protocol set forth in this policy.

Protocol for Use of Sniffer Dogs

1. The superintendent, or the building principal with the superintendent's permission, may initiate the use of specially trained sniffer dogs to conduct an inspection.
2. The administration will contact the canine provider and/or the appropriate law enforcement agency to schedule the use of a sniffer dog or dogs. The administration shall require an assurance from the provider that any sniffer dogs to be used in the school have been properly trained, and may request evidence of the training and/or certification of the dogs. In no event will the school district authorize a sniffer dog to sniff any person.
3. The superintendent or if designated by the superintendent, the building principal, and law enforcement representatives or canine provider will confer regarding the specific plan of areas to be inspected. The plan may involve any or all school building facilities, vehicles in the school parking lot, or other areas where student and staff vehicles are parked on school property during or after school hours.
4. If the inspection is scheduled for a day when school is in session, students and staff will be informed over the public address system, and will be directed to remain in their rooms until given further directions.
5. During the inspection, administrators may assign personnel to designated areas as deemed appropriate to assist in the smooth handling of the inspection.
6. After the inspection is finished, students and staff will be notified over the public address system, and will be thanked for their cooperation.
7. If the sniffer dog alerts, the alert will constitute reasonable cause for the administration to conduct a search of the property. If the sniffer dog alerts on a vehicle on school grounds, the owner will be required to unlock the vehicle doors and trunk for further inspection of the interior of the vehicle. If the owner refuses to unlock the vehicle, the matter will be turned over to law enforcement authorities. The owner will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law. This may include discipline for the refusal to obey an administrative directive.
8. Any illegal drugs or contraband found on school grounds, whether in a desk, locker, vehicle, or any other place on school grounds, will be confiscated and turned over to law enforcement authorities. A student's parents will be contacted. The individual will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law.
9. At the conclusion of the inspection, school officials will confer with the canine provider and/or any law enforcement authorities who were involved in the inspection to review the results of the inspection. The administration may authorize any follow-up

inspections or other action deemed appropriate.

Notice to Students and Staff:

Students and staff shall be informed of the District's policy regarding the use of sniffer dogs as soon as practicable after the adoption of this policy. Thereafter, students and staff shall be informed of the policy at the beginning of the school year. By this policy and/or via the provision in the student or staff handbook, students and staff are specifically notified that:

1. Lockers may be sniffed by sniffer dogs at any time.
2. Vehicles parked on school property may be sniffed by sniffer dogs at any time.
3. Classrooms and other common areas may be sniffed by sniffer dogs at any time students and staff are not present.
4. If contraband of any kind is found, the student or staff member shall be subject to appropriate disciplinary action.

Social Media Use (Policy 4051)

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

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

A. **Personal Social Media Use**

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

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

1. Any social media account which purports to be “the official” account of the school district (e.g., “Minuteman Wrestling”), or any of its programs, classes or entities will be considered to be an account that is used exclusively for the school district’s business purpose. Staff members may not use “official” accounts for personal use.
2. Staff may be required to provide their supervising administrator with the username and password to school-affiliated social media accounts.
3. Staff may be required to interact with specified individuals on school-affiliated social media accounts.
4. When staff use school-affiliated social media accounts to comment on school-related matters, they do not do so as private citizens and are therefore not entitled to First Amendment protections.

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

A. General Use and Conditions

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

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

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

B. Acceptable Use

1. Staff may use social media for instructional purposes.
2. Staff may use social media for school-related communication with fellow educators, students, parents, and patrons.
3. Teachers should integrate the use of electronic resources, which may include social media, into the classroom. As the quality and integrity of content on social media is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter.

C. Unacceptable Use

1. Staff shall not access obscene or pornographic material while at school, on school-owned device or on school-affiliated social media accounts.
2. Staff shall not engage in any illegal activities, including the downloading and reproduction of copyrighted materials.
3. Staff shall not access social media networking sites such as Facebook, Twitter, and Instagram on school-owned devices or during school time unless such access is for an educational activity which has been preapproved by the staff member's immediate supervisor. This prohibition extends to using chat rooms, message boards, or instant messaging in social media applications and includes posting on social networking sites using personal electronic devices.

III. School-Affiliated Digital Content

A. General Use and Conditions for School-Affiliated Accounts

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

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

B. Moderation of Third Party Content

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

In the event the superintendent permits content created by anyone other than the administrator of the account to appear on the account's pages, such as comments made by students, parents, and patrons, the account administrator must monitor the content to ensure it complies with this policy. Posts, comments, or any other content made on the account's pages may be removed when the content meets any of the following conditions:

1. Is obscene, lewd, or appeals to prurient interests;
2. Contains information relating to a student matter or personnel matter which is protected under or prohibited by state or federal law;
3. Contains threatening, harassing, or discriminatory words or phrases;

4. Incites or is reasonably anticipated to incite violence, illegal activity, or a material and substantial disruption to school operations or activities; or
5. Contains any other threat to the safety of students and staff.

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

Solicitation and Distribution of Merchandise (Policy 4008)

In the interest of maintaining a proper school environment and preventing interfering with school purposes, employees may not sell merchandise, solicit financial contributions, solicit, or distribute literature or printed material for any non-school related cause during working time or on school grounds except as approved by the administration.

Staff Internet and Computer Use

Internet access is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching and learning skills. Staff members must refer to and comply with the board policy regarding Staff Internet and Computer Use. A copy of this policy is attached below. Staff should also refer to and comply with the board policy regarding Staff and District Social Media Use.

I. Staff Expectations in Use of the Internet

A. Acceptable Use While on Duty or on School Property

1. Staff shall be restricted to use the Internet to conduct research for instructional purposes.
2. Staff may use the Internet for school-related e-mail communication with fellow educators, students, parents, and patrons.
3. Staff may use the Internet in any other way which serves a legitimate educational purpose and that is consistent with district policy and good professional judgment.
4. Teachers should integrate the use of electronic resources into the classroom. As the quality and integrity of content on the Internet is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter on the Internet.

B. Unacceptable Use While on Duty or on School Property

1. Staff shall not access obscene or pornographic material.
2. Staff shall not engage in any illegal activities on school computers, including the downloading and reproduction of copyrighted materials.
3. Staff shall not use school computers or district internet access to use peer-to-peer sharing systems such as BitTorrent, or participate in any activity

which interferes with the staff member's ability to perform their assigned duties.

4. The only political advocacy allowed by staff on school computers or district internet access is that which is permitted by the Political Accountability and Disclosure Act and complies with district policy.
5. Staff shall not share their passwords with anyone, including students, volunteers or fellow employees.

II. School Affiliated Websites

Staff must obtain the permission of the administration prior to creating or publishing any school-affiliated web page which represents itself to be school-related, or which could be reasonably understood to be school-related. This includes any website which identifies the school district by name or which uses the school's mascot name or image.

Staff must provide administrators with the username and password for all school-affiliated web pages and must only publish content appropriate for the school setting. Staff must also comply with all board policies in their school-affiliated websites and must comply with the board's policy on professional boundaries between staff and students at all times and in all contexts.

Publication of student work or personally-identifiable student information on the Internet may violate the Federal Education Records Privacy Act. Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information on the Internet.

III. Enforcement

A. Methods of Enforcement

The district owns the computer system and monitors e-mail and Internet communications, Internet usage, and patterns of Internet usage. Staff members have no right of privacy in any electronic communications or files, which are stored or accessed on or using school property and these are subject to search and inspection at any time.

1. The district uses a technology protection measure that blocks access to some sites that are not in accordance with the district's policy. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.
2. Due to the nature of technology, the filter may sometimes block pages that are appropriate for staff research. The system administrator may override the technology protection measures that blocks or filters Internet access for staff access to a site with legitimate educational value that is wrongly blocked.
3. The district will monitor staff use of the Internet by monitoring Internet use history to ensure enforcement of this policy.

B. Any violation of school policy and rules may result in that staff member facing:

1. Discharge from employment or such other discipline as the administration and/or the board deem appropriate;

2. The filing of a complaint with the Commissioner of Education alleging unprofessional conduct by a certified staff member;
3. When appropriate, the involvement of law enforcement agencies in investigating and prosecuting wrongdoing.

IV. Off-Duty Personal Use

School employees may use the Internet, school computers, and other school technology while not on duty for personal use as long as such use is (1) consistent with other district policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education “Rule 27”), and (3) is reported as compensation in accordance with the Internal Revenue Code of 1986, as amended, and taxes, if any, are paid. All of the provisions of Rule 27 will apply to non-certificated staff for the purposes of this policy. In addition, employees may not use the school’s internet, computers, or other technology to access obscene or pornographic material, sext, or engage in any illegal activities.

Staff Work Room

The staff work room is maintained for the exclusive use and convenience of the staff. It is not for student use and staff members should not hold student conferences there. Each staff member will assume responsibility in keeping the staff room in an orderly and presentable condition.

Standard Response Protocol (SRP)

In the event of the need for a lockdown, lockout, evacuation, or sheltering, please refer to the Standard Response Protocol guidance at the back of this handbook. In the event of an evacuation, please also see guidance on the reunification procedure with parents at the back of this handbook.

Student Interviews

Employees shall refer any police officer, child protective service worker, or other similar individual seeking to speak to or interview a student to an administrator.

Suicide Prevention Training (Policy 4059)

School nurses, teachers, counselors, school psychologists, administrators, social workers, community coaches, paraeducators, bus drivers, kitchen staff, and secretarial and clerical staff must complete the online training provided by the Nebraska Department of Education no later than October 31 of each school year or within 30 days of their initial employment. Failure to complete this training shall constitute just cause for the termination or nonrenewal of an employee’s contract.

Telephones (including cell phones)

School telephones are maintained for the primary purpose of conducting school business. Staff members should limit their use of school phones to brief conversations. Teachers will not be called to the telephone during class time except in the case of an emergency.

Staff members may not use personal cell phones to make or receive calls or to send or receive text messages during instructional time or other assigned duty times.

Threat Assessment and Response (Policy 3039)

The board of education is committed to providing a safe environment for members of the school community. Students, staff and patrons are urged to immediately report any statements or behavior that makes the observer fearful or uncomfortable about the safety of the school environment.

Definitions

A threat is an expression of a willful intent to physically or sexually harm someone or to damage property in a way that indicates that an individual poses a danger to the safety of school staff, students or other members of the school community.

The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means.

A transient threat is an expression of anger or frustration that can be quickly or easily resolved.

A substantive threat is an expression of serious intent to harm others which includes, but is not limited to, any threat which involves a detailed plan and means.

A threat assessment is a fact-based process emphasizing an appraisal of observed (or reasonably-observable) behaviors to identify potentially dangerous or violent situations, to assess them and to manage/address them. Threat assessment is the process of identifying and responding to serious threats in a systematic, data-informed way.

The threat assessment process is distinct from student disciplinary procedures. The mere fact that the district is conducting a threat assessment does not by itself necessitate suspension, expulsion or emergency exclusion without complying with state law and board policy related to governing those actions.

The threat assessment process is distinct from specialized instruction which a student with a disability may receive from the school district. The school district will not change a student's educational placement as that term is used in the Individuals with Disabilities in Education Act solely as part of a threat assessment.

Obligation to Report Threatening Statements or Behaviors

All staff and students must report substantive threats to a member of the administration immediately and comply with any other mandatory reporting obligations. Staff and students who are unsure whether a threat is substantive or transient should report the situation. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

THREATS OR ASSAULTS WHICH REQUIRE IMMEDIATE INTERVENTION SHOULD BE REPORTED TO THE POLICE AT 911.

Threat Assessment Team

The threat assessment team (team) shall consist of the superintendent, building principal, guidance counselor, and local law enforcement. Not every team member need participate in every threat assessment. If the threat has been made by or is directed towards, a student with a disability, the threat assessment team must include a staff member who is knowledgeable about special education services or Section 504 of the Rehabilitation Act, as appropriate. Neither the student nor their student's family members are part of the threat assessment team.

The team is responsible for investigating all reported threats to school safety, evaluating the significance of each threat, and devising an appropriate response. The threat assessment team shall work closely with the crisis team in planning for crisis situations. The threat assessment team shall be familiar with mental health resources available to students, staff and patrons and shall collaborate with local mental health service providers as appropriate.

Threat Assessment Investigation and Response

When a threat is reported, the school administrator shall initiate an initial inquiry/triage and, in consultation with members of the threat assessment team, make a determination of the seriousness of the threat as expeditiously as possible. The school administrator must contact law enforcement if the administrator believes that an individual poses a clear and immediate threat of serious violence. If there is no reasonably apparent imminent threat present or once such an imminent threat is contained, the threat assessment team will meet to evaluate and respond to the threatening behavior.

The team may, but is not required to, review the following types of information:

- Review of the threatening behavior and/or communication;
- Interviews with the individuals involved including students, staff members, and family members as necessary and/or appropriate;
- Review of school and other records for any prior history or interventions with the students involved;
- Any other investigatory methods that the team determines to be reasonable and useful.

At the conclusion of the investigation, the team will determine what, if any, response to the threat is appropriate. The team is authorized to disclose the results of its investigation to law enforcement and to the target(s) of any threatened acts. The team may refer the individual of concern to the appropriate school administrator for consequences under the school's student discipline policy or, if appropriate, report the results of its investigation to the student's individualized education plan team. Regardless of threat assessment activities, disciplinary action and referral to law enforcement will occur consistent with board policy and Nebraska law.

Communication with the Public about Reported Threats

The team will keep members of the school community appropriately informed about substantive threats and about the team's response to those threats. This communication may include oral announcements, written communication sent home with students, or communication through print or broadcast media. However, the team will not reveal the identity of the individual of concern or of any target(s) of threatened violence unless permitted by law.

Coordination with the Crisis Team After Resolution of Threat

The threat assessment team will confer with the district's crisis team after a threat has been investigated to provide the crisis team with information that the crisis team may use in assessing or

revising the district's All-Hazard School Safety Plan.

Ticket Taking, Officiating, and Other Activities Duties

All staff are required to work at one extra-curricular event each year. Staff may either be compensated for the work or receive an activity pass as described in the collective bargaining agreement between the Lexington Education Association and school board.

Transportation Request Forms (Policy 6027)

Staff members must complete transportation request forms as soon as they know they need school-provided transportation to allow adequate time to schedule drivers and vehicles. All out-of-state and overnight requests must be approved by the school board and require submission to the A.D. or respective principal on the proper district form at least 40 days prior to the date of departure or as soon as the sponsor anticipates the need for travel.

Visitors and Access to Students (Policies 3018, 5500)

Staff should welcome members of the public who wish to visit school, but should ensure that visitors follow the district's requirements.

All visitors must report to the building office and receive an identification badge before visiting any classroom or other areas of the building.

Visitors must comply with the following guidelines:

- if a visitor wishes to observe a specific skill or subject, he or she will be asked to observe during a specified time period
- children under the age of 10 years must be accompanied by a parent or guardian
- all visitors must have the prior approval of the principal or superintendent
- salespeople and other such agents will not be allowed to solicit staff members during school hours.

Custodial and non-custodial parents' access to their student will not be restricted unless the district has been provided a copy of a court order that limits those rights or as otherwise provided in policy.

Individuals other than parents, parent's designees, and law enforcement officers shall not be given access to students unless the person: (1) provides appropriate identification, (2) provides a clearly valid and proper reason for contacting the student, and (3) receives permission from the administrator. Third parties shall not be allowed to remove a student from school during school hours or during a supervised school activity without the permission of the student's parent or guardian except in the case of an emergency or as otherwise required by law.

Wage and Salary Payments

Staff members are paid on the 20th of each month. The district requires direct deposit of paychecks to designated financial institutions. Staff members who wish to activate or modify their direct deposits must contact the business office. Employees shall not be paid in advance under any circumstances.

All required deductions, such as for federal, state, and local taxes, retirement contributions, and all authorized voluntary deductions, such as for insurance or union dues, will be withheld automatically from your paychecks. Garnishments are legal proceedings imposed by a court of law upon the school

district requiring payment to a third party of monies earned by district employees. The school district will accept all legal garnishments and tax levies against wages in compliance with state and federal law. An employee's pay will be held upon receipt of a garnishment until a court order is issued indicating satisfaction of the indebtedness or until ordered to surrender the monies to the court or its agent. The school district prohibits improper pay deductions, and employees shall be reimbursed for any improper pay deductions. If you believe that an improper deduction has been made to your pay, you should immediately report this information to the business office.

Staff members, by their signature on the acknowledgement page of this handbook, authorize the school district to withhold such sums from their paychecks as necessary to cover property damage, cash shortages or other amounts owed to the school district by the employee.

Weather-Related Closings (Policy 3013, 5001)

If school is called off because of bad weather or for any other reason, it will be announced on radio station 93.1 KRVN, radio and TV media that utilize WeatherThreat.com including KRVN, the district's website (www.lexschools.org) and Twitter/Facebook accounts, and through automated phone calls.

Parents may decide to keep their children at home in inclement weather because of personal circumstances. Parents may pick up their children in inclement weather (except in case of a tornado) at any time during the school day. Students will not be dismissed from school during severe weather on the basis of a telephone request. The building principal shall evaluate whether inclement weather made student attendance impossible or impracticable when determining whether the absence counts toward compulsory attendance. (See policy 5001.)

Workplace Searches

To safeguard the property and interests of our students, employees, and patrons; to help prevent the possession, sale, and use of illegal drugs on school grounds, and in keeping with the spirit and intent of the district's drug-free workplace policy and other policies, the school district reserves the right to question employees and all other persons entering and leaving our premises, and to inspect any packages, parcels, purses, handbags, briefcases, lunch boxes, or any other possessions or articles carried to and from school when it has reasonable grounds to do so. The school also reserves the right to search any employee's office, desk, files, locker, or any other area or article on school grounds. All offices, desks, files, lockers, and so forth, are school district property and are issued or provided for the use of employees only during their employment with the district. Inspections may be conducted at any time at the discretion of the administration. Employees who refuse to cooperate with this provision will be subject to disciplinary action up to and including discharge.

POLICIES AND PROCEDURES REGARDING CERTIFIED STAFF

Absences & Leaves

The accumulation of leave for teaching staff is governed by the Negotiated Agreement between the Board of Education and the Lexington Education Association. This handbook sets forth the process for using that leave.

1. Sick Leave

Certified staff members who are too ill to perform their teaching duties must contact their building principal or designee before 6:00 a.m.

2. Personal Leave

Certified staff who wish to take personal leave must submit a leave request to their building principal at least three days in advance of the proposed leave. Per the negotiated agreement, in the event that it is anticipated that more than 5% of the classroom teaching staff will be absent on a given day, the building administrator may, but is not required to, deny personal leave requests for such days and shall prioritize requests on a first-come, first-served basis. Classroom teaching staff acting as activity sponsors missing school for less than a full day of school will not be counted as "absent" when the 5% is calculated. Other terms are described in the negotiated agreement.

3. Professional Leave

The board and administration recognize the value of continuing education and encourage certified staff to participate in seminars, workshops and other activities which will continue their professional growth. Certified staff members who wish to take professional leave must submit a leave/travel request to their building principal, along with a description of the proposed event and any written materials about the event. Building principals may deny requests for professional leave if they are unable to secure the services of a qualified substitute or if the principal determines that the activity will not enhance the certified staff member's effectiveness as an employee of the district.

Professional leave requests shall be submitted to the respective building principal and approved by both the principal and respective central office director. Staff shall be paid at their daily rates of pay for approved professional leaves that occur during contract time. If the district requests that a staff member attends professional development activities offered off contract time and the staff member is agreeable to attending, the district shall compensate the attendee at the established professional development rate of pay. The district shall not ordinarily compensate staff members for professional development activities that are off contract time and are either not requested by the district or are required as a part of a teacher's instructional improvement plan; however, the district may pay conference fees at the discretion of the respective central office administrator. If hotel accommodations are necessary for attending an approved request, the district may require the attending staff members to share rooms based on budget, number of attendees, or other relevant factors.

One day of professional leave will be granted for staff to attend their own graduation ceremony or to complete course requirements in fulfillment of degree program.

4. Substitute Folders

Each teacher must prepare an up-to-date substitute folder and keep the completed folder in his/her desk. The folder must contain:

- a) the current seating chart for each class;
- b) the daily routine followed by each class;
- c) all schedules (fire drill procedures, lunch schedule, etc.);
- d) a copy of this handbook; and
- e) plans for the day if the teacher's absence was anticipated. (These plans are in addition to the teacher's regular lesson plans.)

Certified staff members may not make arrangements for their own substitute unless authorized by the principal. The district utilizes an automated calling program for securing substitute teachers.

Assemblies and School Functions

Classroom teachers must attend assemblies and pep rallies and sit with students to help maintain order.

All certified staff members should attend school assemblies and should try to attend as many of the school functions as possible regardless of whether they have specific assigned duties or not.

Assignment of Teachers

The administration will assign certified staff to individual duties. Certified staff will also be assigned for various forms of hall, extracurricular, recess, traffic, lunch period and other noontime duties, and athletic events.

Certificates, Teacher Contracts, Salary Information

Teaching certificates must be registered with the Superintendent before they may legally be paid. It is the certified staff member's responsibility to make sure this is done.

Each certified staff member must provide the business office with the following information:

- a. social security number,
- b. retirement number,
- c. withholding form W-4, and
- d. authorization to withhold for insurance benefits.

Each new certified staff member must fill out forms for retirement benefits before the first pay day as well as the family coverage of the district hospital/medical insurance program.

It is the sole responsibility of the certified staff member to inform the central office of any changes, including, but not limited to, changes in certification, endorsements, benefit plans, and salary payment information.

Check-out Forms

All certified staff must complete a check-out form and obtain the building principal's signature on the form prior to departing for the summer. Classrooms must be tidy to allow the custodial staff to clean classrooms and work areas.

Classroom Management and Student Discipline (Policy 5035)

Classroom discipline is first and foremost the responsibility of the classroom teacher. Individual

teachers are expected to assume responsibility for good discipline throughout the school system. However, if a certified staff member needs assistance with student discipline, they should seek the advice and counsel of the principal.

Classroom teachers may not leave their classrooms unless the students are supervised by a competent employee.

Classroom teachers should have a well-defined discipline plan that is known to the students. Rules and consequences should be stated clearly and posted where appropriate.

Each building has its own specific procedures concerning student discipline. Classroom teachers should consult with their building principal for more information.

Only an administrator can suspend or expel students from class or school and due process must be followed.

Students may be kept after school for matters relating to discipline or to assist in their academic progress. Certified staff should allow all elementary students and middle/high school students who ride the bus to arrange parental transportation for the next day with their parents. Students who do not have transportation concerns may be kept without delay. Students may not avoid being kept after school because they have an after school practice or other school activity.

Both elementary and secondary certified staff are responsible for assisting with hallway discipline between classes and in the school lunchroom.

Classes should begin on time and end promptly. Work should continue throughout the period assigned for it. Classroom teachers may not dismiss classes early except by permission of the building principal.

Staff members may never send a student off school grounds without the authorization of the building principal.

Classroom teachers may not admit tardy students to class without an admit slip from the principal or the student's teacher from the previous period.

Classroom Sanitation

1. Handling of Body Fluids

All body fluids of all persons should be considered to potentially contain infectious agents (germs). Hand washing is recommended if physical contact has been made with any child's blood or body fluids. The term "body fluids" includes: blood, semen, drainage from scrapes and cuts, tears, feces, urine, vomit, respiratory secretions and saliva.

2. Communicable Diseases (Policy 3048)

Certified staff should promptly report any indication of an infectious or contagious disease to the school nurse or building principal. Certified staff should report to the school nurse or the student's parents any pupil whom they suspect of having been exposed to any infectious or contagious disease.

Coaching Supplies

Coaching supplies will be distributed by the activities director or designee. Such items include tape, pre-wrap, heel pads, band aids, ankle braces, game balls, etc. Coaches should request additional supplies from the activities director only when they have run out of supplies.

Coaches must fill out and submit inventory forms to the activities director immediately after the season is complete.

Collection of Student Money

Staff members must comply with the school district's student fee policy before collecting any funds from students.

Money collected from students should be turned into the office on the day it is collected for deposit in the proper activity or school district fund. Any checks written by students or parents for various payments should be made out to Lexington Public Schools, unless otherwise instructed. Certified staff must submit a monetary records form when they turn funds into the office.

When students purchase items such as coats, rings, etc., through the school district, they must pay for these and other major items before the order is sent. The sponsor of any school organization is not to give merchandise to students; items will be distributed by the office after proper payment.

Community Involvement

Certified staff are encouraged to take part in civic affairs in the community and must do so when required by state law and board policy.

Computer Use (Policies 4012, 5037)

Students and staff who use computers owned by the district must abide by the district's acceptable use policies. Students may use district computers during lunch and after school.

Corporal Punishment (Policy 4018)

The use of corporal punishment is unlawful and is prohibited by the school district. The Nebraska Supreme Court has defined corporal punishment as the infliction of physical pain for the purpose of punishing misconduct. Corporal punishment does not include the use of physical force that is reasonable and necessary to (1) protect school employees; (2) protect students or property; or (3) remove a student from a situation that endangers the student, persons or property. Staff members should promptly report any event that required the use of physical force to their building principal.

Curriculum and Instruction (Policy 6004)

All professional staff members are responsible for implementing the district's curriculum and instructional models.

Display of Classroom Work in the School and the Community

Classroom teachers are encouraged to display student work for public viewing. Students and parents enjoy viewing the display and may be even more supportive of their school because the display shows them many of the things the students do.

Duties of Certified Staff

The duties of certified staff include, but are not limited to, the following:

- a. Becoming acquainted with board policies, district rules and regulations, and the state laws concerning teachers and pupils.
- b. Attending such education conferences as are required by law or administrative directives.
- c. Attending school assemblies unless excused by the principal.
- d. Instructing pupils in the proper use of equipment and instructional supplies.
- e. Reporting in writing to the principal any injury to any child while under the jurisdiction of the school, including athletic injuries.
- f. Complying with the Teachers Professional Code of Ethics which has been promulgated by the Nebraska Department of Education (92 Neb. Admin. Code § 27) and adopted by the Board of Education of the district.
- g. Discussing a student only with the child's parents and the superintendent, principal, guidance counselor or classroom teachers who may know the circumstances and have a need to know. It is unprofessional and inappropriate to discuss student or other staff members in the staff work room.
- h. Being responsible for students whom they keep in school at times other than during regular school time. Certified staff will be responsible for any special work done by their students, including field trips, joint assemblies, school programs, etc.
- i. Refraining from joining clubs, memberships, mailing lists or other private affiliations using the school name.
- j. Turning in all monies collected to the main office by the end of the school day.
- k. Clearing all class meetings or trips through the principal's office.
- l. Participating in Student Assistance/Response to Intervention (RTI) Teams pursuant to board policy.
- m. Assisting with the administration of standardized testing as assigned by the administration.
- n. Provide homebound instruction as assigned by the administration.
- o. Performing additional duties as assigned by the administration.

Eligibility for Extracurricular Activities in Grades 6-12

Teachers are expected to contact parents of students who have failing grades on a bi-weekly basis until the grade is passing. Parents are welcome to ask for weekly communication if needed.

Teachers should apprise themselves and be sure to follow extracurricular eligibility rules. See student/parent/activity handbook for further information.

Teachers should inform parents any time they feel a student is not working up to his/her ability. Teachers should always document this contact.

Extracurricular Activities (Policies 3015, 6026, 6028)

Staff must schedule all events and other extracurricular activities at the activity director's office to avoid conflicts. Staff should finish practices, rehearsals, etc. by 6:30 PM on Wednesday evenings in order to give students sufficient time away from school for family-related activities. Inter-scholastic activities and performances shall not be scheduled on Wednesdays or Sundays unless approved by the Superintendent.

Certain activities require time be scheduled outside regular school hours. Any school sponsored activity involving students must have approval of the principal prior to the activity. Fund raising

activities must be approved by the superintendent.

Regular classroom work in all grades will have precedence over any other activity. Students will not be dismissed from classes to participate in extracurricular activities without permission from the principal. Make up slips must be completely signed and returned to the sponsor of the activity prior to dismissal from class. Non-school sponsors must be approved by the administration. If cars are used for transportation, the drivers must be adults who have been approved by the school.

The activities director has the responsibility for all activities and for interpreting and enforcing activity-related policies. Further information may be found in the district's student/parent/activities handbook.

No student may participate in a field trip off school property without written permission of his or her parent or guardian.

Evacuations

Early in the semester, classroom teachers should review instructions for leaving the classroom with all of their students. Classroom teachers should also periodically review with each class what to do in case of fire, tornado or other emergency. Evacuation protocols can be found in the District's crisis team manual and building safety and security plans.

Evaluations (Policies 4030, 4031)

The appropriate district administrator will evaluate tenured and probationary teachers, as well as other certificated staff as required by law and district policy. Additional evaluations, both formal and informal, may be conducted as the district administration deems appropriate. Copies of the district's evaluation forms are contained at the end of this handbook. Evaluation schedules, assignments, and forms may be found on the district website under the Employee Portal.

Examinations

Semester examinations will be given in all classes except physical education, journalism, yearbook, and music at the senior high level. Tests and final exams will not be given ahead of time. Students are not to create tests or grade any major tests.

Faculty Meetings

Administrators and directors will call meetings as needed. Certified staff are required to be present at all faculty meetings unless excused by the administrator or director.

Field Trip Request Forms

Certified staff who wish to take students off school property must submit a request to the principal at least ten calendar days prior to the date of the requested activity.

Guest Lecturers

Guest lecturers must be approved by the administration before they are asked to address students. The guest lecturer must have a specific, relatable objective in his/her lecture.

Hall Duty

Every classroom teacher is on hall duty before school in the morning and between classes. Classroom teachers are responsible especially for the part of the hall adjacent to their classrooms.

Homework Policy (Policy 6017)

Homework is an important part of student learning. When parents, teachers and students work together, out-of-class assignments are a valuable part of the instructional program. Homework should provide opportunities for students to practice acquired skills, develop initiative, form independent study habits, and use community resources.

Instructional Materials

All media must be previewed for suitability by the classroom teacher before being shown to students.

Lesson Plans

Each teacher will prepare and complete a proper lesson plan for the following week. These plans must be written so that they are clear to any substitute teacher and readily available to any teacher. An up-to-date seating chart of the class or classes shall be part of the lesson plan book. Other regulations relative to lesson plans will be made by individual building principals. The lesson plans of all classroom teachers are subject to review of the building principal or other members of the school district's administration at any time.

Lesson plans must identify major instructional objectives and show page assignments and general direction that might be followed by anyone who might be called upon to teach the classes.

Lesson plans for the upcoming week must be submitted by 8:00 a.m. on Monday.

Media Center

The media center is set up to serve the needs of certified staff and students. Certified staff who need assistance with textbooks, literature sets, magazines and other reference materials should consult with the media specialist assigned to their building.

Students may use the media center during study halls, at lunch, after school and in the evenings. Classroom teachers may send individual students to use the media center during class time, but should contact the media staff before sending a group of students during class. The media staff may send disruptive students back to class or study hall, or may exclude unruly students from the media center for a specified period of time. Classroom teachers who send their entire class to the media center must accompany and supervise the students, unless prior arrangements have been made with the media specialist.

Audiovisual materials are available to certified staff through the media center. Certified staff may obtain these materials by filling out the required requisition form and sending it to the media specialist in their building. When certified staff return media, they should complete the film report card and return it to the media specialist.

Paraeducators

Paraeducators provide valuable assistance in the educational process and allow teachers to carry out their responsibilities in a more efficient and effective manner. A paraeducator must not, however, assume teaching responsibilities. The classroom teacher must maintain the role of leadership and responsibility for the students, with the teacher aide in a supportive role. Paraeducators may be used to assist the classroom teacher by, among other tasks, assisting with instructional activities under the direction of the teacher, helping to supervise students, copying tests and other written material, organizing class materials, preparing bulletin boards, grading tests or class work, and calculating

grades and recording grades. Paraeducators are to work only on their assigned work days and within their assigned work day. If the classroom teacher desires the paraeducator to work hours other than the assigned work hours or assigned work day, he or she must contact the administration for approval.

Parent-Teacher Communication (Policy 5019)

Students' academic success has been closely linked to parental involvement in school. Certified staff should strive to develop open and supportive relationships with parents and guardians. Each classroom teacher is responsible for keeping a student's parents informed about the student's progress. This may be done by mail, electronic communication, telephone calls, personal contact or other appropriate methods. Certified staff must attend parent teacher conferences, promptly return phone calls, participate in teacher events for students and parents, and utilize a planner where necessary as a communication tool. Certified staff who need additional support in communicating with parents should contact their building principal or guidance counselor.

Parking

Each building shall designate parking for staff, students, and visitors.

Parties

1. No activities or picnics shall be held by an organization of the school without the presence of the sponsor or sponsors.
2. The number of activities and the closing hour for activities will be determined by the building principal and organization sponsor.
3. In making arrangements for activities and picnics, staff must avoid disturbing the routine of the school.
4. Cleaning up after the activity is the responsibility of the sponsor.

Planning Time

Each classroom teacher is provided with duty-free time for planning, preparation of school-related materials, and a brief respite from the duties of the day.

The Board defines planning time as time for educational planning and other task-related functions that cannot normally be accomplished during instructional periods. Planning time is not ordinarily to be used for running personal errands, conducting personal business, or pursuing non-school hobbies and/or interests. Use of planning time for a personal reason needs to be approved by the principal.

PowerSchool and PowerGrade

All teachers/classroom aides will be required to use PowerSchool and PowerGrade. Attendance will be taken as follows: Elementary – at the beginning of the morning, and right after lunch; and Secondary – at the beginning of every period. Attendance must be taken within the first five minutes of each period / beginning session. Lunch count will also be taken with PowerGrade.

Classroom teachers will be required to synchronize the PowerGrade application weekly with the main PowerSchool server.

A "comment bank" will be developed for comments on progress reports, report cards, and discipline reports at a later date. You may use the "comment bank" or enter your own free-form comment.

Classroom teachers are not permitted to install PowerGrade on their home computer.

Certified staff who have trouble/problems with PowerSchool/PowerGrade, should contact Kim Taylor.

Private Tutoring for Pay (Policy 4008)

Classroom teachers must provide individual assistance to students as a part of their duties. Any certified staff member who engages in private tutoring for pay (compensation of any kind from a source other than the District) is subject to the following rules:

- Certified staff may not arrange to provide private tutoring for any child enrolled in the staff member's class.
- Certified staff are not to provide private tutoring in a school building.
- Certified staff are not to provide private tutoring during duty time.
- Certified staff are prohibited from advertising or promoting the private tutoring services in the school or in the school's communications systems except with the express permission of the Superintendent or designee.

Projection Maps

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

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

Pupils' Records

Report cards will be issued within one week following the end of the quarter unless otherwise announced.

- a) Reports should be conscientiously and accurately made because they are a serious estimate of the degree of success of the pupil.
- b) Each classroom teacher should be adequately prepared to defend all decisions given on the report card.
- c) Each classroom teacher is responsible for distribution of report cards on time.
- d) Classroom teachers must confer with the principal before recording any incomplete, failing, or conditional grades on report cards.

Rights of Certified and Probationary Teachers

Certified and probationary teachers are entitled to the legal and procedural rights outlined in the board policies and state and federal law with regard to the amendment, cancellation, or termination of the teacher's employment contract. For specific questions relating to those procedural or legal rights, please refer to the district's board policies or applicable statutes.

School Day

All certified K-12 staff must be at school or on duty between the hours of 7:45 a.m. and 3:45 p.m., Monday through Friday. On Fridays and days preceding certain holidays or vacation periods, certified staff are permitted to leave after the students are dismissed. Under special circumstances, certified staff may seek permission from their building principal to vary these duty hours. In addition, certified staff may be assigned responsibilities at other hours by the principal or superintendent for supervising or directing school activities or affairs or for participation in affairs under the direct sponsorship of the school.

Each teacher will be in his or her classroom and ready to teach at 8:00 a.m. each day. Classroom teachers will stand at their doors when class is dismissed and must be outside their classroom doors before each class period. Classroom teachers must be present in their classrooms at all times during class periods and conference periods.

Personal work may not be done on school time.

Sponsors

Certified staff members are assigned by the superintendent or his/her designee as class and club sponsors. Sponsors must be present at all meetings and activities of the sponsored group. The procedure for activity accounts and meetings can be found in the Student Handbook. Purchasing of supplies must be approved by the activities director or finance director.

Student Activities

Staff members who sponsor extracurricular activities such as athletics, class plays and class activities may leave the school building only after making sure that all students and other individuals have left the building. No student is to be left unattended in the school building at any time.

School-owned clothing or equipment that is checked out to students remains the property of the school. The clothing or equipment is not to be used or worn by the student except for its intended use. Each piece of equipment or clothing is to be returned to the instructor or coach when the season or the use for such clothing or equipment is over. Certified staff will be held responsible for clothing and equipment that is not returned.

Student Aides

Student aides are to be directly supervised by the certified staff member and are not to leave the building or be in the halls or anywhere they are not being supervised. Student aides are not to be used to assist the certified staff member by helping supervise another student, grade tests or class work, calculate student grades or record grades. Keys are never to be given to students, whether they are student aides or not. A student aide should not be present and assisting a certified staff member without another adult present after the end of regular teacher duty hours.

Student Attendance

Students are expected to arrive at each class, be seated and ready for instruction prior to the beginning of the class day or class period, as appropriate. Student tardiness is the classroom teacher's professional responsibility. Classroom teachers must insist that students be on time.

Each teacher must maintain an accurate record of student attendance each day. Classroom teachers

must carefully check and record attendance information at the beginning of each school day and, in upper grades, at the beginning of each period. Students and student assistants are not permitted to check attendance. Excessive absenteeism should be reported to the building principal or guidance counselor.

Students returning from an absence must report to the office prior to going to class. A returning absentee must show the classroom teacher the admittance pass that was issued by the school office. No student should be accepted back into class after an absence without this pass.

A student who departs school during the school day must report to the office and sign out before leaving the building. A student who returns during the school day must sign in at the building office before returning to class.

Student Attire

The responsibility for proper daily grooming and dress is primarily the responsibility of students and parents/guardians. However, certified staff members must insist that students do not remain in school while wearing attire that violates the dress code set forth in the Student/Parent/Activities Handbook.

Classroom teachers must report students who are not in compliance with the dress code to the building principal. The final decision on what is considered proper grooming and appearance is the responsibility of the building principal.

Student Illness (Policy 5023)

In the event of student illness or injury at school, classroom teachers should notify the building principal. Staff should never send a pupil home without notifying school officials and checking to see if his/her parents are home.

Student Medication (Policy 5024)

Student medications should not be dispensed by staff members unless they follow the following procedures.

No untrained staff members may dispense medications (prescription or over-the-counter) to students at any time. Students may, with written parental or guardian permission, self-administer medications.

Trained staff members are not authorized to dispense prescription medicine without an agreement with a parent or guardian to provide a prescription container for the medicine that includes a pharmaceutical label, the physician's name, a child guard cap and directions for administering the medication.

After receiving the medication, the school employee should lock the medication in a cabinet or place it in an area where access is restricted to school employees only.

Student Searches

Certified staff members may not search students or their belongings. If a staff member suspects that a student is in possession of contraband, he/she should immediately contact a member of the administration and supervise the student until the administrator arrives. Students who are suspected of having an item in violation of school rules may be directed to wait with a staff member.

Substitute Teaching During Planning Period

Certified staff may be required to substitute during their planning period, and will be compensated per the terms of the negotiated agreement.

Teaching Controversial Issues (Policy 6013)

Teachers may teach or lead discussions about controversial issues if they comply with the following criteria:

- The issues discussed must be relevant to the curriculum and be part of a planned educational program.
- Students must have free access to appropriate materials and information for analysis and evaluation of the issues.
- The teacher must encourage students to consider and discuss a variety of viewpoints.
- The topic and materials used must be within the range, knowledge, maturity, and competence of the students.
- The teacher must inform parents and the building principal before discussing sensitive or controversial issues.
- The teacher must keep detailed, documentary evidence to prove that both sides and/or all facts available were presented.
- Teachers must refrain from advocating partisan causes, sectarian religious views, or selfish propaganda through any classroom or a school device; however, a teacher shall not be prohibited from expressing a personal opinion as long as the student is encouraged to reach his/her own decision independently.

Textbooks

Classroom teachers will issue textbooks to the pupils, keeping a record of the number and condition of the book assigned to each pupil. If the books are new, classroom teachers must make sure the books are stamped and numbered before distribution.

Textbooks are to be stored in the classroom or storeroom. Textbooks are to be checked out to the students with teachers keeping an accurate record of each book by number in the place provided in grade books. Pupils are to pay for lost or damaged books.

Workbooks do not become the property of the students and in most cases should be retained by the school.

POLICIES AND PROCEDURES REGARDING CLASSIFIED STAFF

At-Will Employment (Policies 4038, 4039)

Classified staff members are employed “at-will.” Either you or the school district may terminate your employment at any time, for any reason, with or without cause or notice. This handbook is not a contract, express or implied, guaranteeing employment for any specific duration.

Hours

Work hours vary with the classified staff member’s department and position. Meetings will occasionally be scheduled before or after normal working hours.

It is vital that the district’s employees arrive at work punctually and consistently. Staff members who are chronically late or excessively absent will be disciplined, up to and including discharge.

Overtime (Policy 4050)

All classified staff members must keep an accurate record of all hours worked for the district. The only exceptions are those who have been notified in writing that they are exempt from this time-keeping requirement. Classified staff should not work more than forty hours in a given week or per the terms of their employment contract without the express permission of their immediate supervisor. Those who accrue more than forty hours in a given workweek will receive overtime, pursuant to board policy.

Hourly employees who accept extra-duty assignments in addition to their primary position shall be required to clock out before the extra-duty assignment begins each day, since the employee is compensated through the extra-duty schedule.

Paid Leaves, Holidays, and Other Benefits (Policy 4040)

The amount and types of paid leave, paid holidays, and other benefits are specified in board policy and/or the employee employment agreement. In the event an employee has exhausted available and applicable paid leaves as described in Policy 4040, s/he may request unpaid leave for special circumstances that require the absence of the employee. Unpaid leave requests must be submitted to and approved by the employee’s immediate supervisor and will be considered on a case-by-case basis.

Reporting When School is Closed (Policy 4010)

Unless otherwise requested by the superintendent or you are a member of the maintenance department needed for snow removal, staff will not be required to attend work on days school has been canceled for weather-related reason.

Sick Leave (Policy 4040)

Classified employees will receive sick leave as specified in board policy or their employment agreement. A staff member who is too ill to come to work, or who has a qualifying family member who is too ill to be left alone, must notify his or her immediate supervisor at least three hours prior to the time he/she regularly reports to work.

IN AN EMERGENCY TAKE ACTION



HOLD! In your room or area. Clear the halls.

STUDENTS

Clear the hallways and remain in your area or room until the "All Clear" is announced
Do business as usual

INSTRUCTORS AND STAFF

Close and lock the door
Account for students, visitors and others
Do business as usual



SECURE! Get inside. Lock outside doors.

STUDENTS

Return to inside of building
Do business as usual

INSTRUCTORS AND STAFF

Bring everyone indoors
Lock outside doors
Increase situational awareness
Account for students, visitors and others
Do business as usual



LOCKDOWN! Locks, lights, out of sight.

STUDENTS

Move away from sight
Maintain silence
Do not open the door
Prepare to evade or defend

INSTRUCTORS AND STAFF

Recover people from hallway if possible
Close and lock the door
Turn out the lights
Move away from sight
Maintain silence
Do not open the door
Prepare to evade or defend



EVACUATE! (A location may be specified)

STUDENTS

Leave stuff behind if required to
If possible, bring your phone
Follow instructions

INSTRUCTORS AND STAFF

Lead evacuation to specified location
Account for students, visitors and others
Notify if missing, extra or injured people



SHELTER! Hazard and safety strategy.

STUDENTS

Use appropriate safety strategy for the hazard

Hazard	Safety Strategy
Tornado	Evacuate to shelter area
Hazmat	Seal the room
Earthquake	Drop, cover and hold
Tsunami	Get to high ground

INSTRUCTORS AND STAFF

Lead safety strategy
Account for students, visitors and others
Notify if missing, extra or injured people

PARENT REUNIFICATION



STANDARD™ REUNIFICATION METHOD

STUDENT/PARENT REUNIFICATION

Circumstances may occur at the school that require parents to pick up their students in a formalized, controlled release. This process is called a Reunification and may be necessary due to weather, a power outage, hazmat or if a crisis occurs at the school. The Standard Reunification Method is a protocol that makes this process more predictable and less chaotic for all involved.

Because a reunification is not a typical end of school day event, a reunification may occur at a different location than the school a student attends. If this location is another school, then those students may be subject to a controlled release as well.

NOTIFICATION

Parents may be notified in a number of ways. The school or district may use its broadcast phone or text message system. In some cases, students may be asked to send a text message to their parents. A reunification text message from a student may look something like this: *"The school has closed, please pick me up at 3:25 at the main entrance. Bring your ID."*

PARENT/GUARDIAN EXPECTATIONS

If a parent or guardian is notified that a reunification is needed, there are some expectations that parents or guardians should be aware of. First, bring identification. That will streamline things during reunification. Second, be patient. Reunification is a process that protects both the safety of the student and provides for an accountable change of custody from the school to a recognized custodial parent or guardian.

WHAT IF A PARENT CAN'T PICK-UP THEIR STUDENT?

When a parent can't immediately go to the reunification site, students will only be released to individuals previously identified as a student's emergency contact. Otherwise, the school will hold students until parents can pick up their student.

WHAT IF THE STUDENT DROVE TO SCHOOL?

There may be instances where a student may not be allowed to remove a vehicle from the parking lot. In this case, parents are advised to recover the student. In some circumstances, high school students may be released on their own.

Reunification Information <small>PLEASE PRINT CLEARLY</small>	
Have photo identification out and ready to show school district personnel.	
Student Name _____	Student Cell Phone Number _____
Student Grade _____	Name of person picking up student _____
Name of person picking up student _____	Signature _____
Signature _____	Phone number of person picking up student _____
Relationship to student being picked up _____	Photo identification matches name of person picking up student? Y or N _____
Photo identification matches name of person picking up student? Y or N _____	
Parent completes:	
Print Student Name Again _____	School personnel completes upon release of student
Student Grade _____	TIME INITIALS OTHER
Student Birthday _____	

HOW IT WORKS

For students, the school asks that students be orderly and quiet while waiting. Students may be asked to text a message to their parents or guardians. Students are also asked not to send other text messages either in or out of the school or reunification area. Keeping the cellular network usage at a minimum may be important during a reunification.

REUNIFICATION CARDS

For parents, there are a couple of steps. If a parent is driving to the school, greater awareness of traffic and emergency vehicles is advised. Parents should park where indicated and not abandon vehicles. Parents are asked to go to the Reunification "Check In" area and form lines based on the first letter of their student's last name. While in line, parents are asked to fill out a reunification card. This card is perforated and will be separated during the process. Some of the same information is repeated on both the top and separated bottom of the card. Parents are asked to complete all parts of the card.

In the case of multiple students being reunified, a separate card for each student needs to be completed.

BRING ID TO CHECK IN

During check in, identification and custody rights are confirmed. The card is separated and the bottom half given back to the parent.

From the "Check In" area parents are directed to the "Reunification" area. There, a runner will take the bottom half of the card and take it to the Student Assembly Area to recover the student or students.

Parents should be aware that in some cases, they may be invited into the building for further information.

INTERVIEWS AND COUNSELING

In some cases, parents may be advised that a law enforcement investigation is underway and may be advised that interviews are necessary. In extreme cases, parents may be pulled aside for emergency or medical information.



TEACHER EVALUATION SCHEDULE

TENURED TEACHERS

YEARS ONE and TWO will include a minimum of:

- 1) One Formal Observation Per Year (full-period or the equivalent of 40 minutes)
- 2) One Written Pre-Observation Document to be Filled Out By the Teacher Prior to Each Formal Observation
- 3) One Written Post-Observation Document to be Filled Out By the Teacher After Each Formal Observation
- 4) One Written "Teacher Goal" Document to be Addressed in Meeting with Evaluating Administrator
- 5) Two Walk-Through Evaluations (written walk-through evaluation notes forwarded to the teacher)

YEAR THREE will include a minimum of:

- 1) One Formal Observation (full-period or the equivalent of 40 minutes)
- 2) One Written Pre-Observation Document to be Filled Out By the Teacher Prior to Formal Observation
- 3) One Written Post-Observation Document to be Filled Out By the Teacher After Formal Observation
- 4) Two Walk-Through Evaluations (written walk-through evaluation notes forwarded to the teacher)
- 5) One Written "Teacher Goal" Document to be Addressed in Meeting with Evaluating Administrator
- 6) One Written Summative Evaluation (address strengths, weaknesses, goals, etc.) *

NON-TENURED TEACHERS

YEARS ONE, TWO and THREE will include a minimum of:

- 1) One Formal Observation Per Semester (full-period or the equivalent of 40 minutes)
- 2) One Written Pre-Observation Document to be Filled Out By the Teacher Prior to Each Formal Observation
- 3) One Written Post-Observation Document to be Filled Out By the Teacher After Each Formal Observation
- 4) Two Walk-Through Evaluations (written walk-through evaluation notes forwarded to the teacher)
- 5) One Written "Teacher Goal" Document to be Addressed in Meeting with Evaluating Administrator
- 6) One Written Summative Evaluation Per Semester (address strengths, weaknesses, goals, etc.) *

** Administrators may conduct additional formal and informal walk-throughs, observations, and/or evaluations as they determine appropriate*

TEACHER SUMMATIVE PERFORMANCE EVALUATION

LPS Teacher Performance Evaluation

Teacher: _____ Date : _____

Subject: _____ Administrator (Observer): _____

Probationary Teacher (Non-Tenured)

Permanent Teacher (Tenured)

LPS TEACHER EVALUATION ASSESSMENT: **Acceptable** **Needs Improvement**

*This evaluation document will address the following standards:
(1) Instructional Performance, (2) Classroom Organization & Management, (3) Personal & Professional Conduct, and (4) Other.*

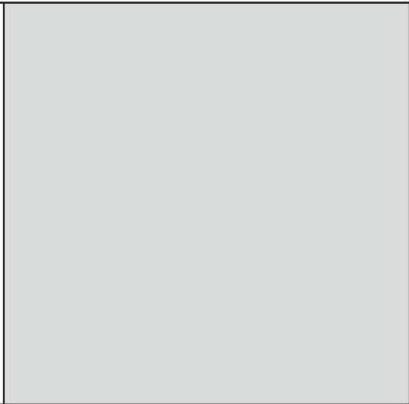
Evaluation Codes: **A** – Acceptable **N** – Needs Improvement

A - INSTRUCTIONAL PERFORMANCE	<input type="checkbox"/> Comments:
A <input type="checkbox"/> N <input type="checkbox"/> 1. Communicates clearly and accurately with students.	
A <input type="checkbox"/> N <input type="checkbox"/> 2. Utilizes a variety of effective instructional techniques.	
A <input type="checkbox"/> N <input type="checkbox"/> 3. Effectively uses a variety of questioning skills.	
A <input type="checkbox"/> N <input type="checkbox"/> 4. Differentiates instruction.	
A <input type="checkbox"/> N <input type="checkbox"/> 5. Sets high expectations for student achievement.	
A <input type="checkbox"/> N <input type="checkbox"/> 6. Evaluates and provides timely feedback on student performance.	
A <input type="checkbox"/> N <input type="checkbox"/> 7. Encourages student interest and displays enthusiasm.	
A <input type="checkbox"/> N <input type="checkbox"/> 8. Uses appropriate curricula (including state and national standards) to develop lesson plans.	
B - CLASSROOM ORGANIZATION AND MANAGEMENT	
A <input type="checkbox"/> N <input type="checkbox"/> 1. Creates a positive learning environment through classroom expectations.	
A <input type="checkbox"/> N <input type="checkbox"/> 2. Demonstrates evidence of planning and organization.	
A <input type="checkbox"/> N <input type="checkbox"/> 3. Manages student behavior in whole group, small group, and individual settings.	
A <input type="checkbox"/> N <input type="checkbox"/> 4. Maximizes student time on task.	
A <input type="checkbox"/> N <input type="checkbox"/> 5. The appearance of the classroom is conducive to student learning.	

C – PERSONAL AND PROFESSIONAL CONDUCT

- A N 1. Interacts in a professional manner with staff, parents, and students.
- A N 2. Seeks out and participates in relevant professional growth opportunities.
- A N 3. Follows district policies and procedures.
- A N 4. Is supportive of the total school program.

D – OTHER



Signature of Staff Member

Date

Signature of Evaluating Administrator

Date

Note: The signature of the staff member indicates that he/she has seen the evaluation report and has been given a copy. It does not necessarily imply agreement with the contents thereof. The staff member may, if so desired, submit a rebuttal or written comments to this evaluation to be filed along with the evaluation in the employee's personnel file.

TEACHER PRE-OBSERVATION FORM

LEXINGTON PUBLIC SCHOOLS

PRE-OBSERVATION FORM

Teacher: **TYPE NAME HERE** Observer: **TYPE NAME HERE**

Grade Level(s): **Type Grade(s)** Subjects: **Type Subject(s)** Today's Date: **Type Date**

DIRECTIONS TO THE TEACHER: Please answer these questions concerning the lesson to be observed. Return this form to your principal prior to the observation. *A pre-observation conference can be requested by either party.*

1. What specific Standard/Benchmark will be focused on in today's lesson?
Highlight this gray area and begin typing....

2. What is the objective of the lesson?
Highlight this gray area and begin typing....

3. Is this a new, review, or extension lesson?
Highlight this gray area and begin typing....

4. How will you determine if the objective was achieved?
Highlight this gray area and begin typing....

5. What methods/activities will you use to achieve the objective?
Highlight this gray area and begin typing....

6. What assessment will be used to demonstrate objective achievement?
Highlight this gray area and begin typing....

7. Are there special circumstances I should be aware of? Are there specific teaching behaviors you would like me to observe?
Highlight this gray area and begin typing....

8. Are there modifications/accommodations for special learning styles/needs that will be made for the lesson?
Highlight this gray area and begin typing....

9. Is there anything I can do during this observation to make you feel as comfortable as possible?
Highlight this gray area and begin typing....

10. Other comments?
Highlight this gray area and begin typing....

TEACHER POST-OBSERVATION FORM

LEXINGTON PUBLIC SCHOOLS POST-OBSERVATION FORM

Teacher: Highlight and type name here
Observer (Principal): Highlight and type
Grade Level(s): Highlight and type

Subject Observed: Highlight and type
Today's Date: Highlight and type
Teacher's Signature: _____

DIRECTIONS TO THE TEACHER: Please set up a time to meet with your administrative observer within one week of the formal observation. Prior to the meeting with your administrator, make sure to answer the following questions concerning the lesson that was observed. Plan to include any/all relevant artifacts (i.e., any handouts, assignments, or assessments related to the lesson).

1. In general, how successful was the lesson? Did the students appear to learn what you intended them to learn?

Highlight this gray area and begin typing....

2. To what extent were your goals and objectives appropriate for your students?

Highlight this gray area and begin typing....

3. To what extent were your assessment strategies effective? Would you make any changes in your approach to assessment? If so, what changes would you make and why?

Highlight this gray area and begin typing....

4. Please comment on your classroom procedures, your use of physical space, and the students' conduct. To what extent did the classroom environment contribute to student learning?

Highlight this gray area and begin typing....

5. Were modifications made to the plan during the lesson? If so, what were they? What motivated the changes?

Highlight this gray area and begin typing....

6. How did you provide appropriate feedback for your students?

Highlight this gray area and begin typing....

7. Please describe an instance in which your feedback positively impacted a student's learning.

Highlight this gray area and begin typing....

TEACHER GOAL SETTING FORM

LEXINGTON PUBLIC SCHOOLS TEACHER GOAL-SETTING FORM

Teacher: Highlight and type name here
Observer (Principal): Highlight and type
Grade Level(s): Highlight and type
Subject Observed: Highlight and type

Mentor (1 st & 2 nd year staff): Type Mentor's Name
Today's Date: Highlight and type
Teacher's Signature: _____
Principal's Signature: _____

This form is intended to be developed by the teacher and should be shared with the principal. Teachers are expected to set goals; the number of goals is determined by the teacher with principal input. One goal per teacher is suggested unless directed by administration.

3-YEAR GROWTH GOAL (Include Detailed Explanation)

Highlight this gray area and begin typing... (100-250 words that explain your plan and the process of how you will work toward this goal over the next three years. Please be specific regarding the steps you plan to take in this process. Thanks!)

This goal addresses components in:

<input type="checkbox"/> Standard 1: Instructional Performance	<input type="checkbox"/> Standard 3: Personal & Professional Conduct
<input type="checkbox"/> Standard 2: Classroom Organization & Management	

To be completed by the Teacher and Agreed to (signed) by the Principal:

1. Activities and/or Steps to be Taken:
Highlight this gray area and begin typing....
2. Resources Needed:
Highlight this gray area and begin typing....
3. Artifacts/Documentation to Demonstrate Goal Achievement:
Highlight this gray area and begin typing....
4. Time/Deadline:
Highlight this gray area and begin typing....

Grades PreK-5 WALK-THROUGH EVALUATION FORM

(As applicable based on training and experience with EI Model)

Explicit Instruction Targeted Fidelity Form

Teacher: _____

Observer: _____

Date: _____

Items	Rating				
	Comments and Tallies	0 = Never 1 = Inconsistent 2 = Consistent NO = No opportunity to observe			
District adopted materials are used for core					
Classroom is organized for instruction					
Lesson progress (5 lessons in 6 days core)					
Following schedule					
Item: Unison Response					
Teacher states the task and provides think time appropriate for the group or individual (2-5 seconds)					
Teacher provides a clear signal (such as a hand drop, tap, snap, touching under the sound or word students are expected to read)					
* Teacher monitors responses and catches all errors related to responding on signal (includes delayed response, jumping the signal).					
* Teacher responds to non-responder "response errors" by saying: "I didn't have everyone responding/following the text. I need everyone" and presenting task again (continue to do that 5 times before moving on) Includes not tracking, reading the text, looking at chart, or responding.					
Item: Error Correction Procedures					
Teacher provides immediate error correction procedure for all errors with Model, Lead, Practice, Test - "My turn, Your turn" corrections with signaling for group or individual responses					
Teacher remembers to back up (beginning of row of skills, back two skills, sentence, or text) and continues instruction repeating the item missed					
Teacher uses group error correction procedure during whole group or individual turns					
Item: High quality partner responses					
Teacher has students work with partners systematically (i.e., 2s share with 1s...- NOT share with your partner; provide opportunities for each partner to share and listen)					
Teacher uses partner responses for appropriate type of task (e.g., when responses are long and different; students are close to mastery; personal experience; brainstorming)					
Teacher monitors partner responses (i.e., walks around listening, responding, & providing feedback, clarification, and/or scaffolding)					
Teacher identifies 2-4 good examples of partner responses to share with whole group (teacher may share some responses heard or have selected partners/individuals share their response)					
Item: High quality individual responses					
Teacher gives appropriate number of individual turns after every group activity (e.g., 3-4 students; not too many or too few)					
Teacher presents the question/task/item BEFORE calling on a student					
Teacher calls on students randomly (the tasks may be presented in random order as well)					
Teacher gives an individual turn on any question/task/item that was difficult for the students					
Group/partner	Individual				
		:30	1:00	1:30	2:00
		2:30	3:00	3:30	4:00

LHS AND LMS WALKTHROUGH EVALUATION FORM

LPS Walk-Through Evaluation Form

* Required Answers

Teacher: * _____ Administrator: * _____

Period: * 1 2 3 4 5 6 7 8

Observation Time Frame: * First 10 Minutes Middle of Period Last 10 Minutes

Subject: *

- | | | |
|--|---|---|
| <input type="checkbox"/> LA | <input type="checkbox"/> Physical Education | <input type="checkbox"/> Foreign Language |
| <input type="checkbox"/> Math | <input type="checkbox"/> Music | <input type="checkbox"/> SPED |
| <input type="checkbox"/> Social Sciences | <input type="checkbox"/> Art | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Science | <input type="checkbox"/> Health | |

Class Objective: * Observed Not Observed Class Agenda: * Observed Not Observed

The Teacher-Parent Communication Log: * * Observed Not Observed

"10 & 10" (Teaching Bell to Bell):

- Students WERE ACTIVELY ENGAGED in an activity immediately after the bell rang (the first ten minutes) to begin the period
- Students WERE NOT ACTIVELY ENGAGED in an activity immediately after the bell rang (the first ten minutes) to begin the period
- Students WERE ACTIVELY ENGAGED in an activity until the bell rang (the last ten minutes) to end the period
- Students WERE NOT ACTIVELY ENGAGED in an activity until the bell rang (the last ten minutes) to end the period
- NO "10 & 10" Observed
- Other: _____

Sponge Activity

- Observed (Students were engaged and on task)
- Observed (Students were NOT engaged in activity)
- No Sponge Activity Observed
- Other: _____

Teacher Was: *

- | | |
|---|--|
| <input type="checkbox"/> Lecturing Only - No Student Interaction | <input type="checkbox"/> Facilitating Group(s): Small and/or Large |
| <input type="checkbox"/> Lecturing - Minimal Student Interaction | <input type="checkbox"/> Questioning: Knowledge or Higher Level |
| <input type="checkbox"/> Lecturing - High Degree of Student Interaction | <input type="checkbox"/> Demonstrating Cultural Sensitivity |
| <input type="checkbox"/> Sitting Behind the Desk | <input type="checkbox"/> Providing Motivation/Praise |
| <input type="checkbox"/> Reading to Students | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Helping Individual Students | |

Teacher Methodology: *

- | | |
|---|---|
| <input type="checkbox"/> Well-Designed Materials/Lesson | <input type="checkbox"/> Used Higher Order Questioning |
| <input type="checkbox"/> Non-Lecture Learning Activities (small group, student-led) | <input type="checkbox"/> Utilized Direct Instruction |
| <input type="checkbox"/> Invited Class Discussion | <input type="checkbox"/> Utilized Technological Instruction |
| <input type="checkbox"/> Independent Study | <input type="checkbox"/> Modeled Tasks/Behaviors for Students |
| <input type="checkbox"/> Teacher-Led Activity | <input type="checkbox"/> Student to Student Learning Activity |
| <input type="checkbox"/> Study Period - No Apparent Methodology | <input type="checkbox"/> Other: _____ |

Type of Student Activity: *

- | | | |
|---|--|--|
| <input type="checkbox"/> Note Taking | <input type="checkbox"/> Presentation | <input type="checkbox"/> Prompt Writing |
| <input type="checkbox"/> Worksheet | <input type="checkbox"/> Silent Reading | <input type="checkbox"/> Working at Computer - Assignment Driven |
| <input type="checkbox"/> Project | <input type="checkbox"/> Reading Aloud | <input type="checkbox"/> Working at Computer - Free Time |
| <input type="checkbox"/> Daily Assignment/In-Class Assignment | <input type="checkbox"/> Listening (Teacher-Led Reading) | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Paper | <input type="checkbox"/> Guided Writing | |

Teacher-Student Interaction: *

- | | |
|---|--|
| <input type="checkbox"/> Minimal Degree of Student Input | <input type="checkbox"/> High Degree of Awareness of Individual Student Learning Needs |
| <input type="checkbox"/> High Degree of Student Input | <input type="checkbox"/> Minimal Obvious Expectations of Students |
| <input type="checkbox"/> Minimal Degree of Student Involvement | <input type="checkbox"/> High Expectations of Students |
| <input type="checkbox"/> High Degree of Student Involvement | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Minimal Awareness of Individual Student Learning Needs | |

Technology Utilized: *

- | | | |
|---------------------------------------|--|--|
| <input type="checkbox"/> Laptop | <input type="checkbox"/> Computer (Teacher Use Only) | <input type="checkbox"/> Technology Use Not Observed |
| <input type="checkbox"/> Computer Lab | <input type="checkbox"/> Online Learning | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> SmartBoard | <input type="checkbox"/> Calculator | |

Reading Commitment: Observed Not Observed

Structured Writing: Observed Not Observed

Students Speaking and Writing in Complete Sentences: * Observed Not Observed

Comments: *

Reflective Questions:

Follow-Up:

- No follow-up required.
- Please respond to my questions.
- Please schedule a post-conference with me.
- I really enjoyed your class today!

Email Sent To Teacher

CLASSIFIED AND SPECIALIZED STAFF EVALUATION FORM (PG. 2)

Readily accepts suggestions	<input type="checkbox"/> A <input type="checkbox"/> N
Supports goals and objectives of the district	<input type="checkbox"/> A <input type="checkbox"/> N
Comments:	

Relationships

Exhibits positive relations with co-workers and supervisors	<input type="checkbox"/> A <input type="checkbox"/> N
Is a good team worker	<input type="checkbox"/> A <input type="checkbox"/> N
Interacts with students in an appropriate manner	<input type="checkbox"/> A <input type="checkbox"/> N
Interacts with the public/parents in a professional manner	<input type="checkbox"/> A <input type="checkbox"/> N
Uses non-sexist and culturally appropriate language	<input type="checkbox"/> A <input type="checkbox"/> N
Comments:	

Personal Fitness

Exhibits emotional stability required for the position	<input type="checkbox"/> A <input type="checkbox"/> N
Possesses physical abilities necessary to complete essential job requirements	<input type="checkbox"/> A <input type="checkbox"/> N
Dresses, grooms and maintains appearance appropriate for the position and assigned tasks	<input type="checkbox"/> A <input type="checkbox"/> N
Comments:	

Punctuality and Attendance

Comes to work on time	<input type="checkbox"/> A <input type="checkbox"/> N
Uses leave appropriately	<input type="checkbox"/> A <input type="checkbox"/> N
Works through the assigned hours	<input type="checkbox"/> A <input type="checkbox"/> N
Follows proper reporting procedures	<input type="checkbox"/> A <input type="checkbox"/> N
Comments:	

Initiative

Makes good use of time	<input type="checkbox"/> A <input type="checkbox"/> N
Conforms to rules and regulations	<input type="checkbox"/> A <input type="checkbox"/> N
Notifies things to do and does them	<input type="checkbox"/> A <input type="checkbox"/> N
Comments:	

Innovation

Employee shows unusual initiative in suggesting improvement in practices, procedures or facility changes within the department. (Optional)	<input type="checkbox"/> A <input type="checkbox"/> N
Comments:	

Summary Comments

Supervisor signature _____
Date

* _____
Employee signature _____
Date

*Indicates employee has conferenced with supervisor but does not necessarily mean agreement with the evaluation.

ACKNOWLEDGEMENT OF RECEIPT

I acknowledge that I have either received a paper copy of or have website access to the Lexington School District Staff Handbook, which includes the district's drug-free workplace policy statement. I understand that, as a condition of my employment, I am required to read and abide by the provisions of the handbook. Further, if I have any questions about any provision, I should confer with my supervisor or building principal.

Employee Name (Printed)

Employee Signature

Date

LHS STUDENT HANDBOOK (Abbreviated*)

***For a more thorough listing of District wide policies and procedures, please see the District Student, Parent, & Activities Handbook**

“One of America’s greatest strengths is its diversity. People come here from all over the world, bringing new energy and new dreams. Each person has a story to tell, and every story enriches and invigorates us.”

– Mission of Lexington Public Schools –

At LPS, our mission is to develop capable and responsible lifelong learners...with the cooperation of family, school, and community, students will be prepared for the global challenges of the future. In order to develop capable, responsible, lifelong learners, we realize the importance of all aspects of our school: academic and co-curricular programs, as well as school climate and student services. In order to develop capable, responsible, lifelong learners who are prepared for global changes, all of our school community members must be welcomed as well as comfortable and resilient when things change. In order to develop the full potential of capable, responsible, lifelong learners, we students, staff, families, and community — law enforcement, social services, medical services and private business — need to cooperate fully.

Academics (Evaluating and Communicating Student Progress)

Students will be evaluated weekly in all classes and their progress recorded. Parents are welcome to meet with teachers to review student progress at any time. This includes students who may be having difficulty with their schoolwork, as well as those who have shown to be doing excellent work in relationship to their ability. Parents of students who are in need of extra help should make appointments to meet with their child’s teachers. Parent/Teacher Conferences will be held at least twice per school year. At this time, parents will be given a chance to visit with their son or daughter’s teachers to discuss their academic progress. However, parents are urged to meet with their child’s teachers anytime the need arises. Parents are welcome to ask for weekly communication if needed.

Academic Distinction

Recognition for academic distinction requires a student to successfully complete all requirements for graduation, attain a minimum 3.70 grade point average at the end of seven (7) semesters of coursework, and earn the following credits. Students who receive an “F” in any class are ineligible for academic distinction.

- **English:** 40 (must include intensive reading and writing experiences)
- **Mathematics:** 40 (must include Algebra I and II, Geometry and an Algebra-based course)
- **Science:** 40 (must include 20 credits selected from Biology, Chemistry, Physics and Physical Sciences)
- **Social Studies:** 30 (must include 5 hours of American Government)
- **Foreign Language:** 20 (in one language)

Accountability List

1. An "Accountability List" will be published every Friday, before 1:30 p.m. Teachers are required to update all grades before 8:00 a.m. Friday.
2. "Failing" are those whose present SEMESTER grade average is below 70%.
3. A student failing two or more subjects for two or more consecutive weeks is considered ineligible.
4. Starting Monday after the list is published, a student is ineligible until failing less than two classes.
5. Students will not be allowed to participate in contests while they are ineligible.
6. Each student has the right to have his eligibility reviewed.
7. Eligibility will cover all extracurricular activities under the jurisdiction of Lexington High School.
8. Failure to make up assignments because of a school event shall result in the teacher calling the parent to inform them that their student shall be in after school to make up the work. Make-up time can be served the next day. It is the student's responsibility to acquire and complete all course work prior to participating in the school activity.
9. As soon as the student is no longer failing two classes, he/she will immediately become eligible.
10. Teachers should inform parents when they feel a student is either not working up to his/her ability, as well as when the student is exhibiting academic, activity, social, and behavioral progress. This action should always be documented in the teacher's Parent-Teacher Communication Log.

Attendance Policy (Policy 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.

Discontinuing Enrollment – 16 and 17 Year Old Students

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

Only children disenrolling to attend a non-accredited 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 non-accredited schools. The superintendent may confirm the validity of the submission with the State Department of Education.

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

Absences*

1. Students are expected to attend every class, every day.
2. **High School:** Students must not acquire more than 10 absences, excluding absences identified in item 6 below, from any course in any given semester in order to earn academic credit for that course for that semester. Mandatory attendance at summer school is required for students who have acquired more than 10 absences in a semester in any course. Students who acquire more than 1 day of absence of mandatory summer school may lose credit for the class and may be referred to the county attorney.
3. **Elementary and Middle School:** Students must not acquire more than the equivalent of 20 school day absences, excluding absences identified in item 6 below, in a school year. Mandatory attendance at summer school is required for students who have acquired more than the equivalent of 20 school day absences in a school year. Students who acquire more than the equivalent of 3 school day absences in mandatory summer school may be referred to the county attorney. Students may appeal assignment to mandatory summer school to his/her building principal.
4. Students in grades preK-12 whose residence ceases, or when other evidence exists that they will no longer attend the school district, will be dropped from enrollment. The administration will consider requirements for

residence, domicile, and attendance under state statute and Department of Education rules when making this determination. If they should subsequently return, they will be required to re-enroll once disenrolled. Unless a student provides evidence s/he had been enrolled in another school district during the period of absence or was otherwise excused from attendance at LPS, her/his absences up to the time of re-enrollment will be counted in the determination of loss of academic credit (if applicable), assignment to mandatory summer school, and compliance with compulsory attendance laws.

5. Interventions to Reduce Absenteeism

- 1st-4th absences: The parent/guardian will be contacted.
- 5th absence: The parent/guardian will be contacted and the student will meet with his/her counselor and/or a member of the administration to discuss the reasons behind the student's absence(s) and possible solutions.
- An attendance hearing may be required at the discretion of the principal at any time. At a hearing, the parent, student, and school official and/or designated hearing officer will develop a collaborative plan to reduce barriers to regular attendance (form attached to this policy).
- The county attorney will be contacted by an administrator or hearing officer after the 20th cumulative day-equivalent absence (i.e. partial day absences will be added together in calculating cumulative days of absence) in a school year for possible violation of compulsory attendance laws.

6. *Absences caused by the following circumstances shall not be counted against a student:

- a) a) when a licensed healthcare provider, including a school nurse, has confirmed in writing, 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 is impracticable or impossible. The documentation from the provider must be turned in within seven (7) calendar days of the last day of absence, otherwise the absence will count toward the 20 days of absenteeism resulting in contact with the county attorney as described in item 5 above.
- b) due to weather conditions that have made the roads impassable so that the student's attendance is impracticable or impossible;
- c) student attendance at a school-sponsored activity;
- d) student has been suspended or expelled from school by the school district; and
- e) an absence caused by and required of law enforcement, child protective services or a court of competent jurisdiction, confirmed in writing to the school district.
- f) up to two college visits (one day each) when accompanied by a parent or guardian; additional visits may be allowed at the discretion of the principal.

7. Upon return from every absence or partial-day absence, students shall confer with their teachers about missed classwork. Please refer to the individual teacher's class syllabus for late/makeup work procedure. See student/parent handbooks for additional information on making up assignments.

Artificial Intelligence (Policy 6038)

Artificial intelligence tools ("AI Tools") mean machine-based resources that use computer science, algorithms, large language models, and/or machine learning to perform tasks, answer questions, collect information, and respond to human-directed tasks, queries, and objectives. AI Tools include, but are not necessarily limited to, commercially-available resources like ChaptGPT, Google Bard, and other chatbots.

When properly used, AI Tools may provide valuable source information to students and teachers in relation to the district's academic curriculum and assignments. Student use of AI Tools should focus on using such tools as a resource and for background material, rather than using the AI Tools to complete the assignment. Therefore, AI Tools may only be used by students in accordance with the following requirements:

1. Unless an individual teacher affirmatively communicates to students that AI Tools may be used for a specific assignment, then AI Tools may not be used. Individual teachers will decide for each individual assignment the extent to which students may use AI Tools for such assignment. Teachers are encouraged to make such a decision in advance of students being given the individual assignment in question.
2. Teachers will communicate to all students responsible for completing an assignment the extent to which such students may use AI Tools in connection with such assignment. Teachers will

endeavor to include in such communications examples of permissible and impermissible uses of AI Tools.

3. If a student uses any AI Tools in connection with a school assignment, the student must comply with the following:
 - a. The student must explicitly disclose to the teacher in writing that the student used an AI Tool and the specific AI Tool used.
 - b. In any student work (whether hard copy, electronic, digital, or otherwise), the student shall give proper attribution to the AI Tool(s) used to the same extent that students are expected to give proper attribution to other sources of information such as books, texts, encyclopedias, secondary sources, and other traditional media. Such attribution may include, but is not necessarily limited to, accurate quotations, citations, footnotes, endnotes, and/or bibliography entries.
 - c. In no instance may the output from one or more AI Tools be copied and placed within a student’s work as if the student wrote such section himself or herself. For example, and not limitation, students may not outsource the organization or the writing of any written work to any AI Tool.
4. A student’s failure to meet the requirements stated in this policy will constitute a violation of the district’s prohibitions against cheating/plagiarism and/or academic misconduct, and consequences will follow in alignment with those laid out in this handbook.

Bell Schedule – 3 Lunches

Period 0	7:10 - 7:56am
Period 1	8:00 - 8:45am
“Grab & Go” Breakfast	8:45 – 8:51 am
Period 2 (FOL/FOCUS)	8:52- 9:39 am
Period 3	9:43 - 10:28 am
Period 4	10:32 - 11:17 am
Period 5 (Lunch A Group)	11:21 - 11:51am (Lunch) 11:55-12:58 (Class)
Period 5 (Lunch B Group)	11:21am–11:51am (Class) / 11:55-12:25pm (Lunch) 12:29-12:58 (Class)
Period 5 (Lunch C Group)	11:21-12:24 (Class) – 12:28 – 12:58 pm (Lunch)
Period 6	1:02 – 1:47 pm
Period 7	1:51 - 2:36 pm
Period 8	2:40 - 3:25pm
COURSE CREDITS –Semester BLOCK classes = 10 credits. Yearlong BLOCK classes = 20 credits.	

STAFF DUTY DAILY EXPECTATIONS – “Regular Schedule” Teachers are on duty from 7:45am - 3:45pm (no change from last year). CTE “0 Period BLOCK” Teachers (Skills Armory) will be on duty from 7:00am - 3:45pm (this includes duty-free 2nd Period - Focus Period). All other “0 PERIOD” Teachers in the high school building will be on duty from 7:00am - 3:00pm.

Bullying (Policy 5054)

Students are prohibited from engaging in any form of bullying. The Centers for Disease Control and Prevention defines bullying as “any unwanted aggressive behavior(s) by another youth or group of youths who are not siblings or current dating partners that involves an observed or perceived power and is repeated multiple times or is highly likely to be repeated.” The District’s administrators will consider these definitions when determining whether any specific situation constitutes bullying. Both of these definitions include both in-person and cyberbullying behaviors.

The disciplinary consequences for bullying will depend on the severity, frequency, duration, and effect and may result in sanctions up to and including suspension or expulsion. Students who believe they are being bullied should immediately inform a teacher or the building principal.

Reporting Bullying

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

Bullying Investigations

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

Cafeteria Rules

1. All food is to be eaten by the student or left on the tray when returned to the dishwasher. All straws, papers, milk cartons should be deposited in the trash cans. All leftover food should be scraped off the tray on to the correct container.
 2. Forks and spoons should be placed in the pan with water, NOT THROWN AWAY!
 3. Students are to use proper manners.
 4. There will be no throwing of food or other items.
 5. Students should treat lunch personnel with respect.
 6. No electronic devices (iPads, gaming devices, etc.) should be used at tables while eating/drinking during lunch.
 7. Students who violate the above rules will be disciplined.
 8. Only 6 chairs to the round tables and 4 chairs to the high top tables. Chairs need to be pushed in.
- Payment for Meals - Students are encouraged to pay for meals several weeks in advance.

Campus School Building Climate

The Lexington High School community includes students, staff, parents, and the greater community outside our building. It is an inviting place, founded on the following building blocks:

Security: Everyone feels safe.

Respect: People value themselves and each other.

Belonging: Everyone is accepted and feels connected to the school and its mission.

Mission: Everyone has goals and believes they are achievable.

Success: Everyone is successful every day.

Responsibility: Everyone is expected to learn and to support others in learning.

Note: Students, staff, parents, and citizens will develop the climate of our school community. As part of this climate, community members and parents are encouraged to observe and to participate in our school programs. The following tools are important to creating a school climate that is open and inviting:

1. Open Communication is encouraged between staff and parents in a spirit of cooperation and partnership. This includes home visits, letters, telephone calls and/or other forms of contact with the parents and/or guardians by the Focus Period and Foundations of Leadership (FOL) teachers. This communication will also include home/school dialogue about attendance, academic performance and school planning.
2. Focus and FOL classes are guided by teachers who advocate for and assist students in assuming responsibility for their educational goals, including transcripts, college applications and career interests.

Cell Phone and Other Electronic Devices (Policy 6025)

No electronic devices, text watches (any device capable of texting), earbuds, headphones, cell phones, MP3, laser lights, personal computers, etc. are allowed for student use during the school day. Such devices may be used if they are necessary for a class assignment and should only be used in the classroom in these rare, special cases. LHS is not responsible for lost/stolen personal electronic devices brought onto school property. Students are prohibited from using cellular phones or other electronic devices while at school, except as defined in this policy. An “electronic device” includes cell phones, smart watches, earbuds, headphones, laser lights, personal computers, iPods, and any other device capable of texting and/or storing and communicating data by electronic means. Students may use cell phones and/or other electronic devices on the school sidewalks and in the school common areas before and after school as long they do not create a distraction or a disruption. By bringing cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when determined that such a search is reasonable or necessary. Students may not have cell phones or electronic devices while they are in locker rooms, classrooms or restrooms. Students may use specific electronic devices in classrooms with the express permission of a school administrator. Students are strictly prohibited from sending, sharing, viewing, or possessing pictures, text messages, e-mails or other material of a sexual nature or anything else that is prohibited by the student handbook in electronic or any other form on a computer, cell phone or other electronic device while at school. Students who possess prohibited material on their cell phone or other electronic device while at school shall be subject to disciplinary consequences as noted in the student handbook. Students may not use cell phones or electronic communication devices while riding in school vehicles unless they have express permission to do so from the driver of the vehicle. Students may listen to iPods and other MP3 players with the permission of the driver or other adult sponsor. Students shall be personally and solely responsible for the security of their cell phones and pagers. The district is not responsible for theft, loss or damage of a cell phone or any calls made on a cell phone. Students who violate this policy will have their cells or electronic devices confiscated immediately. The administration will return confiscated devices to the parent/guardian of the offending student after meeting with the parent/guardian to discuss the rule violation. Students who violate this policy may, at the discretion of the school’s administration, be subject to additional discipline, up to and including suspension or expulsion. Students will turn off their cell phones before 8:00 a.m. and adhere to the “no use” policy until the end of the school day. Students whose cell phones or earbud/headphones are seen or heard by teachers, support staff, or principals during school time (8:00am–3:25pm) will be in violation of the LHS’ Cell Phone and Earbud/Headphone Policies. Students whose cell phones or earbuds/headphones are confiscated may lose their right to privacy. When a cell phone or earbud/headphone infraction has occurred, the teacher will complete an online LHS Cell Phone Violation Form and forward to Administration after the 3rd offense. Phones will also be forwarded to Administration after the 3rd offense.

Cell Phone Accountability:

- ✓ 1st - 3rd Offenses – Detention with Teacher (Teacher confiscates phone – phone returned after detention has been served). Teachers should also log each offense on the “Cell Phone Violation” Google Sheet
- ✓ 4th and Succeeding Offenses - Detention in the Administration Office (Phone will be turned over to the PARENT after the detention has been served)
- ✓ Failure to give the item to a staff member, when asked, will result in further disciplinary action such as ISS or OSS.
- ✓ Additional information about cell phones is provided in board policy

Earbud/Headphone Accountability:

- ✓ 1st - 3rd Offenses – Detention with Teacher (Teacher confiscates items – items returned after detention has been served). Teachers should also log each offense on the “Earbud/Headphone Violation” Google Sheet
- ✓ 4th and Succeeding Offenses - Detention in the Administration Office (Earbuds/Headphones will be turned over to the PARENT after the detention has been served)
- ✓ Failure to give the item to a staff member, when asked, will result in further disciplinary action such as ISS or OSS.
- ✓ Additional information about earbuds/headphones is provided in board policy

The use of a personal electronic device during class time requires permission from a staff member. Students will not be allowed to use personal computers/laptops during the school day. In case of an emergency please contact the LHS office at (308) 324-4691 and information will be passed to the student.

Parents are asked not to contact students using cell phones during school hours. Students being interviewed by administration related to possible misconduct or inappropriate behavior may be asked to give their cell phone or other like electronic device to administration until the investigation is complete.

Change of Status (Residence, Telephone Number, Withdrawal, or Drop Out)

Students who change their address or telephone number should report this fact to the office immediately. Those who choose to move to another city or transfer to another school must obtain a withdrawal form from the office. The form must be signed by each of the student's teachers, counselor, librarian and an office designee. All textbooks, computer and other materials belonging to the school must be checked in before a student will be given a transfer slip for admission to the new school. Student records will be sent to the student's new school upon request of the principal at the school the student will be attending. If a student leaves the school without officially dropping, it will be more difficult to reenter either Lexington High School or another school, as requests for transcripts from other schools may be denied until the student has officially dropped.

Class Rank

Class rank will be determined by the order of academic grade point averages for students in each class. The “percentage grades” received in courses will be averaged by points each semester to determine the cumulative grade point average of each student. The cumulative grade point averages in each class will be ranked, and the student with the highest grade point average will be ranked number one. Grade Point Average (GPA) is determined by four years of high school academic work. All courses will be included in the grade point average. Students who transfer into the school district will have their grades evaluated on the district's grading system.

Closed Campus (Policy 5032)

Once students have entered school grounds they must remain on school grounds. Our lunch break is closed. Students are not allowed to leave the school building during the school day unless permission is granted through the office. Exceptions to the rule: special classroom assignments and use of the front (west) patio and yard (grass area) immediately west of the front entry to the building for recreation and leisure during lunch period. The patio area is defined as the concrete area directly in front of, and north, of the west doors). Students may not go around the corner out of view of the high school office – this includes the parking lot. **If a student wishes to leave campus for lunch, he/she must be personally checked out of school by a parent/guardian at the main office.** The parking lot (including any/all cars parked therein, as well as all cars parked in the off-street parking areas are off limits to all students. The “permit to leave the building or the aforementioned campus” can be obtained at the main office.

College Credit and High School GPA Calculations

Books and materials will be paid for by the Lexington School District for Dual Credit classes offered regularly through Lexington High School. Tuition and fees for these classes are the responsibility of the high school student. The grades for these dual credit classes appear on the student's high school transcript and are calculated into the student's GPA.

Students may also enroll in college courses outside of the dual credit classes offered through LHS. The student is responsible for the tuition, fees, materials, and books for these classes. Because colleges vary in

their grading scales and instructor teaching credentials, these non-dual college classes will not appear on the student's transcript and their grade will not be calculated in their GPA. Administration approval is needed if a class is needed for graduation purposes.

College Visits

The counseling office will schedule formal group college visitations for various grade levels and classes. Students are allowed two (2) excused individual college visits (see attendance policy). Students are also encouraged to take advantage of college visitations during the summer.

Counseling and Guidance

The school employs personnel who have been specially trained to work with students as they make academic and personal decisions. Counselors will devote time to students who ask for help. Space is provided for private and confidential discussion about any subject the student wishes to address. Before making an appointment with a counselor during class time, it is the responsibility of the student to receive permission (in writing) from both the counselor and the classroom teacher at least 24 hours prior to the appointment in order to make a plan for making up missed assignments. It is recommended that Focus Period be used whenever possible in these cases. Emergencies will take precedence over other regulations.

Curricular and Co-Curricular Activities

The teacher, coach, or advisor will publish a list of students who will miss school for school-sponsored activities. The list will be distributed to teachers, administrators and the school secretary at least two (2) school days in advance of the activity. The administration office will communicate with activities' coaches and sponsors by posting daily absences in the teachers' email or PowerSchool program. Coaches will be expected to enforce the policy regarding practice and performance. If a teacher requests, students will be responsible for securing the teacher's approval for the absence. A student not following this procedure will be regarded as truant.

Dating Violence

Please see **District Student, Parent, and Activities Handbook**.

Detentions

Teachers are required by law to maintain a suitable learning environment and students are responsible to respect the rights of their fellow classmates. Positive discipline will be used to correct inappropriate behavior in school and during school activities. Violation of school rules (i.e. disruptive behavior, failure to cooperate with school personnel, etc.) could result in detention time — either before (7:15-7:45 a.m.) or after school (3:30-4:00 p.m.). Detentions issued by classroom teachers should not exceed 30 minutes; however, 30 minutes will be added each time a student goes 24 hours without serving the assigned detention. Faculty members who assign a student detention are responsible for supervising the detention. If the student accumulates two hours of detention time, the student will be referred to the office. In-school suspension (ISS), out-of-school suspension (OSS), and expulsion are also options for repeated rule violations.

Discrimination and Harassment

Students who believe that they have been the subject of unlawful discrimination or harassment due to their disability should contact the following Section 504 Coordinator: Amy Peplitsch at 308.324.1231, by email at amy.peplitsch@lexschools.org or in person at the District Administrative Office Building. Students who believe that they have been the subject of unlawful discrimination or harassment due to their sex should contact the following Title IX Coordinator: Angie Kovarik at 308.324.1209, by email at angie.kovarik@lexschools.org, by mail at Lexington Public Schools, 300 S. Washington St., Lexington, NE 68850 or in person at the District Administrative Office Building. Students who believe that they have been the subject of any other unlawful discrimination or harassment should contact the Student Services Director, Angie Kovarik at 308.324.1209, angie.kovarik@lexschools.org or in person at the District Administrative Office Building. Students may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

Dress Code (Policy 5031)

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

Students are prohibited from wearing the following attire:

1. Clothing displaying indecent, suggestive or profane writing, pictures or slogans
2. Clothing that advertises or displays alcohol, tobacco or any illegal substance
3. Caps, hats, bandannas, and hoods worn over the head during the school day
4. Bare feet and footwear determined to be inappropriate by the building principal
5. Short-shorts and biker shorts
6. Hairstyles which distract from the learning process or the health and safety for either the student or others
7. Any clothing that could cause damage to others or school property
8. Shirts, blouses, or other clothing worn unbuttoned, unzipped, or otherwise inappropriately unfastened, as determined by the principal
9. "Grubby clothes," those which are purposely torn or bedraggled or threadbare, dirty or disheveled
10. Costumes and/or those clothes intended only for leisure (including pajamas), entertaining or special occasions
11. Bare "midriff" (belly button) styles, see-through and low cut blouses, halters, tank tops or thin-strapped tops (spaghetti straps)
12. Pants and shorts worn below the waist so as to expose undergarments
13. Pants that drag on the floor
14. Chains hanging or attached to pants or shorts
15. Coats during school hours unless the student has permission from the principal
16. Clothing with tears or holes that expose flesh above the thighs or underclothes
17. Face coverings. District administrators may require the wearing of face coverings to limit the spread of COVID-19.

Students who violate dress code guidelines will be required to correct the violation by changing into something appropriate at school or returning home to change with parent permission. A detention or suspension may be given to make up the time away from class/school. Repeated dress code violations may result in more severe consequences.

Driving and Parking Personal Vehicles (Policy 5033)

Students who drive privately owned motor vehicles to school must obey the following rules:

1. Students may not move their vehicles during the school day without the permission of the building principal or superintendent. Students will not be allowed to sit in or be around their vehicles during the school day, without administrative permission.
2. Students must drive with care to ensure the safety of the pedestrians. Students may not drive carelessly or with excessive speed.
3. By driving personal vehicles to school and parking on school grounds, students consent to having that vehicle searched by school officials when they have reasonable suspicion that such a search will reveal a violation of school rules.

Excessive Absences and Grading - The following will be the procedure on how to give grades to students who have missed more than 10 days:

1. Any student who has a failing percentage and has exceeded the number of absences will receive an F for the class.
2. Any student who has exceeded the number of absences for the semester, but has remained in the class and has a passing grade at the end of the semester will receive NC (No Credit).
3. Any student removed from a class for excessive absences will receive a failing grade (F).

Fire Drills

Throughout the school year we will have several fire drills. Students will receive instructions from their respective teachers as to where he/she should proceed in the event of a fire drill. After alarm has sounded, the following general regulations apply:

1. Windows should be secured before leaving room.
2. Teacher should turn off lights/close door.
3. Everyone should move toward the nearest exit in silence and continue moving to designated areas outside the building.

Flagrant Violation of Respect and Responsibility

Limits shall be set on activities that are flagrant violations of respect and responsibility toward people and property that we expect of the members in our school community. The flagrant violations outlined below, as well as any other acts that jeopardize the health, safety, and educational progress of any/all Lexington High School students and/or staff while:

(a) on school property, (b) being transported in vehicles dispatched by the school district, or (c) while attending any school-sponsored or school-related activities (on or off school property), will be cause for the consequences outlined below. In such cases, a student may be removed from class, expelled, moved to our Alternative Education Program (AE), etc.

- (1) Students selling, giving, or exchanging alcohol, tobacco, controlled substances, or "look-alikes."
- (2) Possession or use of a weapon or possession of fireworks: Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon.
- (3) Physical Violence and Intimidation: Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes. Causing or attempting to cause physical injury to a school employee or to any student. (Physical 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). Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student. Sexual assault as defined in section 79-4, 180. In accordance with Nebraska School Law 79-4, 204, Section 42, all fights and physical assaults that occur at LHS will result in notification of legal authorities. This includes spontaneous as well as premeditated or planned fights.
- (4) Damaging or Stealing Property: Willfully causing or attempting to cause substantial damage to private or school property of substantial value, or repeated damage or theft involving private or school property of small value. Students should be responsible for their actions directed toward other individuals and property. Students are expected to show respect for persons and property. Students also have responsibility neither to take nor damage the property of other students, school personnel or the District. Tampering with report cards, passes, or any other school records is considered a severe offense.
- (5) Harassment based on gender, ethnicity, group membership, race, religion, or ability will not be tolerated.
- (6) Public Indecency: As defined in section 28-806, except that this sub-division shall apply only to students at least twelve years of age but less than nineteen years of age.
- (7) Engagements 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; a repeated violation of any rules and standards validly established pursuant to section 79-4.176 if such violations constitute a substantial interference with school purposes. (Laws 1976; 1983; 1988.)

Focus Period (Destination: Graduation Homeroom)

Each day, students will have a homeroom with a diverse group of students and a teacher-advisor. Under most circumstances, students will keep the same homeroom during their years at Lexington High School. This structure is provided to promote personal support, guidance and communication with individual students and their families. Discussions and activities in homeroom will focus on the building blocks of the invitational foundation of our school.

Fundraising Activities

Students will be permitted to solicit funds for and to contribute to school-approved projects that are consistent with educational programs offered by the school or within the community. The Activities Director has the authority to approve any/all drives or campaigns for funds. There shall be no solicitation of funds from students

on school premises except when the solicitation is an approved activity. There shall be no solicitation of students on school premises by sales persons or agents while school is in session.

Gang Wear

Display of anything that suggests, implies, or is associated with gangs will not be tolerated. This includes hand signs, words, graphics, headgear, tattoos, clothing, graffiti notebooks, lockers, books, or any other item suggestive of gangs, including the "gang," and names/symbols of specific gangs.

General Building Care

Each student will pay for any unnecessary and/or deliberate or defacing damage to school equipment or property caused by the student. Tables and desktops are not chairs. No one is to sit or stand on the desks or tables. Violators will be subject to disciplinary action and/or compensation for damages.

Gifts

Due to disruptions of office procedure, educational process and equity, gifts shall not be delivered to the office for students. This includes, but is not limited to, flowers, balloons, cakes and candy.

Grades

The following letter grades and numerical calculations will be used at Lexington High School.

<u>Letter Grade</u>	<u>Percentage Grade</u>	<u>Computer Grade</u>	<u>Honors Grade</u>
A+	98-100	4.33	5.33
A	93-97	4.0	5.0
B+	90-92	3.33	4.33
B	85-89	3.0	4.0
C+	82-84	2.33	2.33
C	77-81	2.0	2.0
D+	74-76	1.33	1.33
D	70-73	1.0	1.0
F	Below 70	0	0

Grading Procedures - Grades for classes will be maintained on PowerGrade. Prior principal approval must be obtained for "Incompletes" and "NC" (no credit) grades. No student can "fail" a class without prior parental contact by the teacher of that class, informing the parent of the student's status. Students who miss school for any reason will be required to make-up tests, quizzes, assignments or activities for the classes they miss. Students who miss class for school-related activities will not be required to make up "missed time" unless the missed time is an integral part of the assignment. They will, however, be required to make up course work prior to the date of the school activity. It is the student's responsibility to acquire and complete all course work prior to participating in the school activity.

Incomplete and Failing Grades - ALL INCOMPLETE grades must be completed within two weeks of the end of each quarter unless circumstances necessitate a longer period of time. The teachers and the individual student, with approval of the principal, will arrange this extended time. If the incomplete is not made up by the specified time, the teacher will finalize the student's grades.

Graduation - Commencement Ceremony and Early Graduation (Policy 6006)

Commencement Ceremony

The district shall conduct a commencement ceremony for students who have met all graduation requirements at the end of the school year, including students graduating as juniors or mid-term seniors. 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) by 3:25 p.m. on the last school day for seniors will be allowed to participate in the commencement ceremony. Students are additionally required to adhere to the district attendance policy their final semester. Students who exceed on permitted absences in any class needed for graduation, or even for those not needed for graduation, during their final semester or

alter the graduation cap or gown worn at graduation will not participate in the commencement ceremony; only school-issued accessories will be allowed to be worn with the cap and gown.

Early Graduation

Students are generally required to attend four years of high school (eight semesters of coursework) to be eligible to receive a diploma from the school district. The following sections address rare and extraordinary circumstances that may necessitate a student graduating early.

Early Graduation - Junior Year (after six semesters of coursework)

To be considered for “Early Graduation” from high school at the conclusion of the junior year, the student and his/her parents or guardian are required to complete and submit to the principal a “Request to Graduate Early” form by December 1 of the junior year. To be eligible for consideration, students must meet all district graduation course requirements. If course requirements have been met, reasons for graduating early are restricted to the following rare and extraordinary circumstances:

1. A serious illness or medical condition exists that makes attending school the senior year impossible or impracticable. Written verification of the illness or condition and a written recommendation from a physician are required.
2. The student will “age out” meaning he or she will turn age 22 before his/her senior year. Verification of the student’s age via birth certificate or other valid identification is required.
3. Other extraordinary circumstances, as approved by the principal, that make attending the senior year impossible or impracticable. These situations are expected to be rare and extraordinary. The student and his/her parent/guardian are required to submit a written explanation of the extraordinary circumstance to the principal.

The principal, in consultation with the superintendent, shall approve or deny all requests. The decision of the principal will be final, and no appeal will be allowed. Subsequent applications for early graduation submitted on behalf of the same student will only be considered if they present additional facts or circumstances and otherwise meet the criteria of this policy.

Early Graduation – Mid-Term Senior Year (after seven semesters of coursework)

To be considered for “Early Graduation” from high school after the first semester of the senior year (mid-term; minimum of 7 semesters completed), the student and his/her parents or guardian are required to complete and submit to the principal a “Request to Graduate Early” form by December 1 of the senior year. To be eligible for consideration, students must meet all district graduation course requirements. If course requirements have been met, reasons for graduating early are restricted to the following circumstances:

1. A serious illness or medical condition exists that makes attending school the second semester of the senior year impossible or impracticable. Written verification of the illness or condition and a written recommendation from a physician are required.
2. Other extraordinary circumstances, as approved by the principal, that make attending the second semester of the senior year impossible or impracticable. The student and his/her parent/guardian are required to submit a written explanation of the extraordinary circumstances to the principal.
3. If a mid-term senior has not met either of the prior two criteria but has satisfied all graduation course requirements, he or she may graduate early by showing evidence of reading and writing competency via the successful completion of a senior-level English course or other evidence of literary mastery (including, but not limited to, college readiness standards through ACT, MAP, or other approved assessments). Mid-term seniors who do not meet this standard will be required to enroll in at least one English, Reading, Speech, or other literacy competency course in their final (8th) semester of coursework. Mid-term seniors who have completed the course requirements for graduation, but have not met the literacy competency standard may choose to complete an approved school-to-community work-study course in conjunction with their required literacy coursework until either the *Lexington High School Literacy Standard* has been met or the student’s 8th semester has been successfully completed.

The principal, in consultation with the superintendent, shall approve or deny all requests. The decision of the principal will be final, and no appeal will be allowed. Subsequent applications for early graduation submitted on behalf of the same student will only be considered if they present additional facts or circumstances and otherwise meet the criteria of this policy.

“Early Graduation” Activity/Event Inclusions - All students who meet the aforementioned “Early Graduation” eligibility requirements will be allowed to participate in the current year’s spring commencement exercises and apply for scholarships for which they are eligible.

“Early Graduation” Activity/Event Exclusions - “Early Graduates” are not eligible to compete in senior class rankings, be considered for academic distinction, graduate with honors, speak at commencement, take part in the Senior Walk, be eligible for the Destination: Graduation Academic Team senior laptop competition, or participate in any other activity or honor considered exclusive to seniors. Only seniors who are in their 4th year of coursework (have completed at least seven semesters of coursework) may attend the Senior Tribute and Senior Honors Night events.

Graduation Requirements (Policy 6005)

Graduation Requirements - Beginning with the Class of 2024 – 225 Total Credits Required

English - 40 credits

Mathematics - 30 credits

Science - 30 credits

Social Studies - 35 credits including 5 American Government and 5 Economics/Financial Literacy credits

Health/ Physical Education - 10 credits

Foundations of Leadership* - 10 credits

Electives - 70 credits**

* Foundations of Leadership is required for 9th graders. Students who transfer to LHS after 9th Grade are not required to take FOL. ** The elective course requirement of 70 credits increases to 80 credits for students who do not complete FOL course.

Graduation Requirements - Beginning with the Class of 2028 – 230 Total Credits Required

English - 40 credits

Mathematics - 30 credits

Science - 30 credits

Social Studies - 35 credits including 5 American Government and 5 Economics/Financial Literacy credits

Health/ Physical Education - 10 credits

Foundations of Leadership* - 10 credits

Computer Science & Technology – 5 credits

Electives - 70 credits**

* Foundations of Leadership is required for 9th graders. Students who transfer to LHS after 9th Grade are not required to take FOL. ** The elective course requirement of 70 credits increases to 80 credits for students who do not complete FOL course.

Homeless Children and Youth

Please see **District Student, Parent, and Activities Handbook**.

Honors Course Content

Students will be placed using the previous year’s teacher recommendation and MAP scores. The course content of Honors courses will be broader in scope, greater in depth and more intellectually rigorous than that typically found in other classes. Honors courses will stress analytical skills and higher order thinking in addition to the mastery of basic skills, and will typically take five hours in out-of-class preparation per week. It is recommended that students maintain an 85 (B) percent average or above. Students with a grade of 84% (C) or below will not receive honors points and may be reassigned to another class.

Honors Placement

Students may enroll in any Honors Class for which they’ve met the prerequisites and in which there is space. Students must also meet two of the following requirements for acceptance in an Honors Class:

1. Previous year teacher recommendation
2. MAP Assessment

Honor Roll Requirements

1. Minimum semester 3.5 GPA

2. A's and B's only
3. Must be in regular education classes, regardless of the level or cohort
4. Students must have been enrolled at LHS a full semester
5. Students can be enrolled in Co-taught classes and Pre-Algebra and Applied Science
6. Students in these classes will not be included:
 - Life Skills classes
 - Students enrolled in one or more DLP classes
 - Students enrolled in ELL and ECT classes

Inappropriate Display of Affection

At LHS we are a community of learners. Everyone respects and values the members of the school community as individuals with unique qualities and gifts. We are preparing to enter the world of higher education and work. The following parameters should guide us in our behavior at school, on school grounds (including parking lots and outside areas) and at school activities:

1. Kissing, groping, molesting, lap sitting, or touching private parts is inappropriate.
2. Touching (excluding private parts)—for example, a pat on the back, linked hands (with both hands visible), nonromantic hugs, or an occasional arm around the shoulder while conversing, encouraging, showing solidarity or support is appropriate.
3. Dances are social events. Partners can hold each other in romantic, non-provocative embraces.
4. Visible, open handholding is permissible.
5. No act should take away any portion of a person's dignity, but rather add to it.

Interfering With the Education of Others

Interfering with the education of others is defined as students who engage in disruptive, disrespectful, or insubordinate behavior. Any school employee may send or bring a student to the principal's office in order to maintain effective discipline in the classroom, halls, at a school activity, or on school grounds.

Insubordination (Repeated Refusal To Follow Class Rules)

A teacher may send a student to the office that has been documented by the teacher to repeatedly interfere with the teacher's ability to communicate effectively with other students in the class. No later than the third class day after the day in which the student is removed from the class, the principal shall attempt to schedule a conference that includes the principal or the principal's designee, a parent/guardian of the student, the teacher and the student. Following the conference, the principal shall exercise - but not be limited to - any of the following actions:

1. Suspension (via in-school or out-of-school suspension) of the student for a period consistent with local policy, not to exceed five school days;
2. Place the student in an out-of-class program, (alternative education);
3. Place the student back in class with restrictions and/or consequences.

Note: Non-compliance by student or parent to attend the meeting – after attempts have been made to require student and parent attendance at the aforementioned meeting, failure of a student/parent to attend the meeting will force the school to make a decision without a formal meeting.

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

Please see **District Student, Parent, and Activities Handbook**.

Lockers and Hall Traffic

No students will be allowed in the hallways during class time. Under special circumstances, students in the halls during class time must have a pass that shows their destination and the classroom from which they came. Students must use only the lockers assigned to them. Lockers are subject to inspection at any time by school administrators. Students will be held accountable for all contents in their assigned lockers at all times.

Lunch

A hot school lunch is provided for each student. Free/reduced-price lunches are available by applying through the office. Menus are posted both daily and monthly on the school's website. Some students may wish to

bring a lunch instead of buying one. No students will be allowed to bring food or drink on the school grounds unless the food or drink is for their school lunch and is brought in by 2nd period. Students will not be allowed to order fast food by delivery during the lunch break. All lunches are to be served and eaten in the cafeteria. Parents who bring food for their students must bring the food to the office to be distributed to students by office personnel. After a student has eaten his/her meal, the grass area west of Door #15 may be used for relaxation/recreation. During the lunch period, bells will ring that indicate the start of each lunch period. A bell will not sound to indicate the end of each lunch shift. Students are responsible for returning on time to their 5th hour class from lunch. The State School Food Service Staff program regulation forbids any competitive food or beverage service to be in operation ½ hour before and after school hours. Therefore, the vending machines are inoperable during this time. The same regulation forbids the sale of food or beverage items by other school organizations during the lunch hour. Students are to remain in the assigned areas during their scheduled lunch period. The library is not a place for students to go who choose not to eat lunch.

Masks

Mask requirement: Students may be directed by administration to wear cloth or multi-layer disposable face masks, or another approved face covering to help prevent the spread of COVID-19 in school. Students are expected to bring and wear their masks each day as directed. If they do not have a mask, one will be provided for them. An appropriate fitting mask must fully cover the students' nose, mouth and chin tightly. Mask fabric must be appropriate and bandanas may not be used as a mask. Exceptions may be granted based on a student's IEP or 504 plan or other relevant factors as determined by administration. Failure to wear a face mask will result in disciplinary consequences as follows: **1st offense: warning and directive to wear the mask at all times -- 2nd offense: In-school suspension or other appropriate discipline -- 3rd and succeeding offenses: up to and including emergency exclusion or out of school suspension or expulsion.**

Medication

When a student must take medication during school hours, the medicine should be brought to and left in the nurse's office. Students must give the medication to the school nurse in the morning upon arrival to school. A signed and dated permission form that includes information regarding the medication date, time, and amount must be provided for the school nurse before medication can be given. Purpose and dosage directions of the medicine (in the original container from the pharmacy with the directions intact) must be provided. The permission form is available in the nurse's office.

Notifying the School

If a student must be absent, the school urges parents to contact the school on the morning of an absence for an illness and before a planned absence (i.e. funeral, doctor's appointment, etc.). This not only keeps communication open between the school and parents, it also enables the school to assist the student to obtain make-up work. If a phone call is impossible, students are asked to bring a note upon returning to school, signed by a parent or guardian that states the time, date and reason for an absence. If a student is absent without previously notifying the school, parents should expect a phone call from the principal's office. If a student wishes to leave during the day, he/she will only be allowed to do so through the office and with the consent of his/her parent(s), via note or phone call. **The number the caller is calling from must match the number currently listed in PowerSchool or the student will not be allowed to leave.** If a student wishes to leave campus for lunch, parent(s) will need to personally check out the student from the office. **All notes (i.e. parent, doctor, etc.) should be forwarded to the administration office within seven (7) days after returning from the absence.**

Nurse

A school nurse is employed by the Lexington High School and is "on duty" daily at the high school to assist with illnesses, school injuries and health education. A health record card is on file for each student in the nurse's office. Students are requested to keep this card up to date by reporting to the nurse any booster shots or other pertinent health information. All students must carry their own insurance if they wish to do so. The school does not sponsor an insurance program. The Lexington public schools are not liable for injuries to pupils and will not pay the medical costs for accidents that occur in athletic contests, on school premises, or on the way to and from school.

Posters and Signs

Areas are provided in which students can display signs that are positive in supporting individuals, educational goals and school climate. Thumbtacks may be used to fasten posters to bulletin boards. An LHS administrator must approve any/all posters and signs before they can be displayed in the school building.

Pregnant or Parenting Students

Please see **District Student, Parent, and Activities Handbook**.

Reporting Child Abuse and Neglect

Please see **District Student, Parent, and Activities Handbook**.

Schedule Changes

Should a schedule or a class not meet a student's needs, he/she may be allowed to arrange for a change of schedule during the designated days set up by the counseling department each semester. To initiate this process, the student should begin by discussing his/her problems or concerns with his/her homeroom advisor who may refer the student to the guidance office. Each of the following criteria must be satisfied before a schedule change is implemented:

1. The requested change is consistent with the student's four-year educational plan.
2. The change is recommended/approved by the homeroom teacher.
3. Changes made in the schedule at the end of the semester may be made with the permission of the principal, the parent, and the counselor.

School Day

The school day typically begins at 8:00 a.m. and ends at 3:25 p.m. Students are to leave the school grounds after dismissal. School staff will provide supervision for students on school grounds 15 minutes before the school day begins and 20 minutes after the school day ends. Supervision by LPS personnel is not guaranteed either before or after these times. Parents must make arrangements for their children to leave school promptly at the end of the day.

School Library Collections

Please see **District Student, Parent, and Activities Handbook**.

School Meal Program Charges

Please see **District Student, Parent, and Activities Handbook**.

School Wellness Policy

Please see **District Student, Parent, and Activities Handbook**.

School-Issued Lanyards

In order to maintain the safety and security of all students and staff, LHS has established a mandatory "Student I.D. Card and Lanyard Policy". All students are required to wear their I.D. card on a school-approved lanyard at ALL times while in the school building and on all school property. Lanyards will be scanned upon entry to the building. It is the student's responsibility to ensure that they have their I.D. cards visible at all times. Students who forget or lose their lanyards will be required to purchase a replacement (**Temporary Sticker - \$1.00 / ID Card - \$5.00 / Lanyard String - \$1.00 / Sleeve - \$2.00**). Attendance and an I.D./lanyard check WILL take place at the BEGINNING of 1st period each day. Students who do not have their I.D. cards/lanyards will face the following consequences:

Consequences –

- ✓ 1st and 2nd Offenses – Warning
- ✓ 3rd Offense – 30-minute after-school detention
- ✓ 4th Offense – 60-minute after-school detention
- ✓ 5th Offense – 1 day of ISS (parent notification)
- ✓ 6th Offense – 2 days of ISS
- ✓ 7th Offense – Parent meeting (ISS until Parent Meeting) (Note: Sticker from the office; Monday–RED, Tuesday–PINK, Wednesday–GREEN, Thursday–YELLOW, Friday–ORANGE)

School Library

Students must check out materials from the librarian on duty. Each borrower is responsible for all books checked out in his/her name. Each student is responsible for any fine that has accumulated on a book checked out to him/her. If a book is lost and not found by the end of the semester, the student must pay for the replacement cost of the book plus processing fees. Students must also pay for any damage they cause to library books.

Security of Student Property

Students participating in physical education and/or athletics may deposit their valuables with the coaches for safekeeping. The school and its staff will not be responsible for lost, stolen, or any student's property, which has not been entrusted to school personnel.

Snacks

No open containers of drinks are to be brought into the classrooms and hallways after 8 a.m. other than water. Consumption of pop, candy, or snacks in classes will be at the discretion of the principal, only after receiving special permission on special occasions. No food or drink may be consumed in the hallways at any time. These items are restricted to the cafeteria before school begins each day.

Sniffer Dogs

Please see **District Student, Parent, and Activities Handbook**.

Student Conduct (Alcohol, Tobacco, and Drug Violations)

Lexington High School intends to create a safe, secure environment in which its community of learners can work successfully and develop responsible, healthy behaviors. Prevention is the primary concern of all school and community personnel. Since alcohol, tobacco and other drug use is illegal and interferes with both effective learning and a healthy development of the student, Lexington Public Schools has a fundamental legal and ethical obligation to prevent drug use and to maintain a drug-free educational environment. Because of the extensive use and abuse of alcohol, tobacco, and other drugs and their continuous promotion in society, the Lexington Public Schools shall provide drug education units that are age-appropriate at all grade levels. These units are necessary to prepare students for decision-making against drug and alcohol use and the physiological, psychological and sociological aspects of drug use, misuse and abuse. Illegal drug activity on school premises or at any school-sponsored activity or event shall include engaging in the unlawful possession, selling, dispensing of look-alike drugs, controlled substances, tobacco, or alcoholic liquor. If the administration has reason to believe that a student has consumed alcohol at a school activity, or on school premises, or at a time previous to entering school premises or activity, such that there would be ascertainable blood alcohol content - and upon request from school personnel - that student shall submit to a Breathalyzer exam. Refusal of a student to submit to the Breathalyzer exam could be considered "Failure to Cooperate with School Personnel," which could lead to suspension. Any school employee who believes a student at school has a controlled substance without a prescription for it; tobacco, alcohol, a look-alike drug or other substance prohibited by school rule or state law, must report the matter immediately to the administration. The administration shall investigate the matter. If the administrator determines there is reasonable cause to believe that a student at school has a drug prohibited by school rule or state law, the administrator shall have the authority to conduct a search that shall include, but is not limited to, the student's locker, possessions, vehicle if on school property, and person. Any item discovered in the search that is unlawful or constitutes a violation of a school rule will be confiscated. Those items that are unlawful to possess shall be turned over to an appropriate law enforcement agency. As an alternative to searching the student's person, the administration may contact an appropriate law enforcement agency regarding the search.

Student Fees

Please see **District Student, Parent, and Activities Handbook**.

Student Government (Policy 5041)

Students are encouraged to formulate and participate in elective and representative student government activities. The organization, operation and scope of student government will be administered by the superintendent or designee.

Student Internet and Computer Access

Please see **District Student, Parent, and Activities Handbook**.

Student Records

Please see **District Student, Parent, and Activities Handbook**.

Tardiness

1. First Period Tardy – Everything before 8:10 a.m. is a “tardy”; anything after 8:10 a.m. will be considered an “absence” and will not be admitted to their 1st period class. (Exception: special circumstances deemed “unavoidable” by the administration). Students who are tardy 1st period should go directly to class after signing in at the office. Students tardy to 1st period will be assigned an office detention that same day. After 8:00 a.m., students must get a pass from the office to be admitted to class.
 - ✓ 1st Offense – Verbal Warning
 - ✓ 2nd Offense - 30-Minute Office Detention After School That Same Day (or 7a.m. the next morning)
 - ✓ 3rd - 5th Offenses – Admin Referral to Administration (office assigns detention & contacts parent)
 - ✓ 6th And Succeeding Offenses – Admin referral – student will not be admitted to class without a parental/guardian presence at the school – parent/guardian must bring student to the office and meet with an administrator/or designee before the student will be admitted class. If the parent/guardian does not show up at the time of the tardy, an administrator/or designee will schedule a meeting with the parent/guardian. The student will not be admitted to 1st Period the following day and will be assigned to ISS until the meeting takes place.
2. Periods 2-8 – Teachers will assign/supervise detentions for students who are tardy to their classes.
 - ✓ 1st Offense – Verbal Warning By The Teacher
 - ✓ 2nd Offense – 30-Minute Detention With Teacher
 - ✓ 3rd - 5th Offenses – 30-Min. Detention With Teacher -- teacher will also contact the student’s counselor who will make contact with both the student and parent the same day of the infraction.
 - ✓ 6th and Succeeding Offenses – Admin Referral (AP will meet with parent)

Telephone Calls

Students will not be called to the telephone during class time except in the case of an emergency. Messages will be taken and delivered to students. All phone calls will be limited to three minutes. The school telephone is primarily for school business and should not be used for personal calls. No long distance calls, regardless of its urgency, are to be made from the office telephone at any time without the specific approval of the office. Use of the free local telephone by students during class periods will be approved for emergency situations. The building principal - or his designee - will either grant/deny permission before a call is placed. No students will place or receive phone calls from classrooms unless there is an emergency. Students should be directed to the nurse’s office for non-emergency type medical issues. Students should not answer phone calls to classrooms – the classroom teacher should handle this.

Threat Assessment and Response

Please see **District Student, Parent, and Activities Handbook**.

Title IX Policy and Grievance Procedures

Please see **District Student, Parent, and Activities Handbook**.

Tornado Drills

Tornado drills will be held periodically during the year. The alarm for a tornado drill will be given by an announcement over the intercom. Students will go directly to the designated area, get down on their knees, bend down and put their hands over their heads.

Transfer Students

Students transferring from other school districts must meet the minimum hour requirement for graduation both in terms of total number and specific subject areas. Substitutions may be made for deficiencies in required courses, provided that it was not possible to include the courses on the student's schedule while enrolled at this school district. Students who receive special education services are mainstreamed into the regular

education curriculum when appropriate. The curriculum content of regular education classes may be modified to accommodate the individual needs and abilities of verified special education students. Each curriculum modification will be included on the student's Individual Education Plan by the Multi-Disciplinary Team and/or school staffing teams composed of special and regular education staff. Hours in special education will be counted toward a high school diploma.

Grade Placement and Academic Credits of Transfer Students (Policy 6009) - Subject to a determination on grade placement based on the criteria set forth below, 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 appropriate level of placement for secondary students may be determined by, but not limited to, consideration of the following information:

- Chronological age
- Previous public or private school experience and transcript
- Standardized achievement test data
 - Criterion-referenced test data
 - Final examination test data
 - Diagnostic test data

The district will accept credits toward graduation that were awarded by an accredited school district and which, in the professional judgment of the administrative team, are sufficiently rigorous and comparable to the district's offered courses of study. A student transferring into the school district in grades 9-12 will be responsible for meeting all graduation requirements in order to be awarded a diploma from the district. Students who transfer from an exempt (home) school and/or a non-accredited school may be awarded credits to be counted toward high school graduation requirements at the discretion of the building principal in consultation with the superintendent of schools. The principal will consider all of the factors listed above and will also consider the student's performance on the district's internal benchmark tests.

Transportation

Transportation to and from school is the responsibility of the individual student. High School students should be aware of the following expectations:

1. Observe all traffic and safety laws related to the various modes of transportation.
2. The driveway in front (west) of the school is one way.
3. Maximum speed limit on school property is ten miles per hour. Careless or reckless driving can result in suspension and/or law enforcement intervention.
4. A parking area for student vehicles is located on the east side of the football stadium. The parking lots north of the building and east of the crosswalk include "permit parking" for LHS staff members. Other restricted areas include the islands in the student parking lot and the driveway on the south side of the building. Those who park in restricted areas will be subject to disciplinary consequences.
5. Do not loiter in the parking lot before or after school.
6. A bicycle rack is located directly in front of the building or on the south patio.
7. Everyone is reminded that a zone painted yellow means NO PARKING.

Visitors We welcome and urge visitation by parents. In order to ensure the safety and well-being of our school community, all visitors must check into the high school office upon arrival in the building. A valid driver's license must be presented in order to gain access to the interior of the building (anywhere beyond the administration offices).

Weapons Possession

Students may not be in possession of weapons of any type. If at any time a student discovers that he or she has possession of a weapon other than a firearm/gun, the student must immediately turn the weapon in to the nearest teacher, counselor, school resource officer, administrator or other school staff person. If the student immediately turns in a weapon, the student will not face consequences for weapon possession. If, however, the student continues to possess the weapon, to go on to further classes, to display the weapon to other students, or otherwise does not take the immediate action of reporting, the student will be subject to

expulsion as defined in the Student Code of Conduct. In addition to the regulations outlined in the Student Code of Conduct, District Student/Parent/Activities Handbook, please also see the “Consequences For Disruptive Acts” chart included in this handbook.

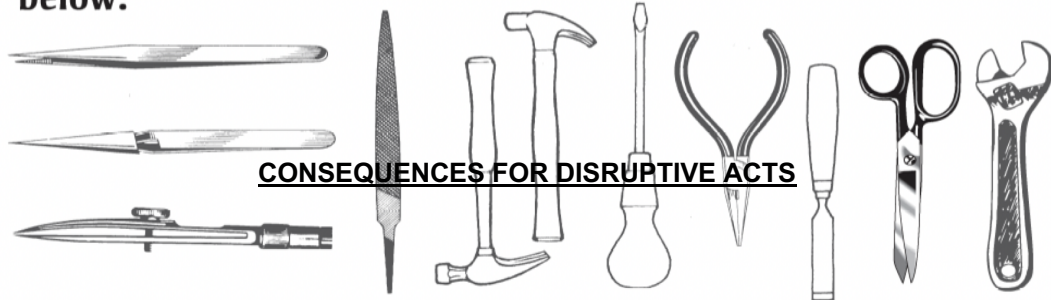
Notice To All Students

The items below are used as tools
in some of your classes:

exacto knives, art knives, any item having a blade, blades of any kind, scissors, kitchen knives, awls, screwdrivers, punches, hammers, vise grips, and any other tool that may be used in a class.

Take the tools out of class or bring them from home and they become weapons. Possession of these items may result in expulsion for two semesters for knives and one semester for unauthorized tools.

Examples of some, but not all, unauthorized tools are shown below:



Examples of some, but not all, knives are shown below:



STOP!

Leave Them In Class! Don't Bring Them!

CONSEQUENCES FOR DISRUPTIVE ACTS

The below-listed consequences are guidelines to be used for dealing with disruptive acts. The consequences may change depending on circumstances. Other consequences such as in-school suspension may be utilized at the discretion of the LHS or LMS administration. In some situations, the Extracurricular Policy may also be in force.

OFFENSE	1 ST OFFENSE	2 ND OFFENSE	3 RD OFFENSE
Academic Misconduct (includes cheating, plagiarism, etc.)	Detention; "0" credit for assignment (student may redo assignment for 69% credit or less); Parent Contact	ISS; "0" credit for assignment (student may redo assignment for 69% credit or less); Parent Contact	S-OSS; "0" credit for assignment (student may redo assignment for 69% credit or less); Parent Contact
Activities Misconduct (Includes Derogatory Comments to Participants; Unruly Behavior; Disrespect to Officials; Failure to Follow Rules or Requests, etc.)	Warning, Detention, ISS, or S-OSS; Possible directive to leave event and/or ban from future activities; Parent Contact	Detention, ISS or S-OSS; Directive to leave event; Ban from future activities; Parent Contact	N/A
Alcohol* (use and/or possession) [+ Extracurricular Policy Consequence]	Minimum 5 days OSS or ***See below	***See below	***See below
Arson***	***See below		
Assault			
▪ Against a student*	Minimum of 5 days OSS and see below (*)	Long-term suspension or expulsion	Expulsion
▪ Against school staff*	Expulsion	Expulsion	Expulsion
▪ Mutual consent/equal participation*	Expulsion	Expulsion	Expulsion
• Bullying, Threats, Harassment*	Minimum 5 days OSS	Long-term suspension or expulsion	Expulsion
	ISS or OSS	***See below	***See below
Bomb Incident* (includes threat)	***See below	***See below	N/A
Bus/School Vehicle Violation (includes horseplay, failure to follow directions, littering, throwing objects out of the windows, etc.)	Warning; Possible Detention, ISS, S-OSS and suspension from bus route; Parent Contact	Warning; Possible Detention, ISS, S-OSS and suspension from bus route; Parent Contact	Suspension from bus service; Parent Contact
Class Disturbance	Consequences to be handled by the classroom teacher. Excessive disturbances will be reported to the administration.		
Dress Code Violations	Warning and Change Attire	Detention or ISS; Change Attire; Parent Contact	Detention, ISS or S-OSS; Change Attire; Parent Contact
Disrespect/Insubordination	ISS, OSS and/or reassignment	Min. 5-Day OSS and/or reassignment	***See below
Drug Offenses* [includes actual/imitation controlled substance and paraphernalia]			
• Possession/Use	Min. 5 days OSS /***See below	***See below	***See below
• Sale/Distribution	***See below	***See below	***See below
Fire Alarms/Fire Extinguishers*	5 days OSS and **See below		
Fire Paraphernalia [Lighters, matches, etc.] Possession	Confiscate; ISS	Confiscate and OSS 3-5 Days	Confiscate & ***See below
Unauthorized Use	OSS	OSS and Restitution	***See below

OFFENSE	1 ST OFFENSE	2 ND OFFENSE	3 RD OFFENSE
Academic Misconduct (includes cheating, plagiarism, etc.)	Detention; "0" credit for assignment (student may redo assignment for 69% credit or less); Parent Contact	ISS; "0" credit for assignment (student may redo assignment for 69% credit or less); Parent Contact	S-OSS; "0" credit for assignment (student may redo assignment for 69% credit or less); Parent Contact
Fireworks* Possession	Minimum 5 days OSS	Confiscate and OSS 3-5 days	Confiscate & ***See below
Use	5 days OSS or ***See below	OSS and Restitution	***See below
Gang Involvement* (includes graffiti, notes, symbols, hand signs, colors, speech, etc.)	OSS for balance of the day; Minimum 5 days OSS 1-5 days OSS	Long-Term Suspension	Expulsion
Larceny/Theft** Less than \$50	1-5 Days OSS	***See below	***See below
Greater than \$50	5 Days OSS or ***See below	***See below	***See below
Littering on School Premises	Warning	Detention; Parent Contact	ISS; Parent Contact
Parking Violations	Vehicles parked in a teacher/visitor lot or illegally parked will be ticketed, booted, and/or towed at owner's expense.		
Public Display of Affection (P.D.A.)	Warning	Detention and Parent Contact	ISS and Parent Contact
Sex Offenses* (includes possession and/or distribution of sexually-related material (including via electronic devices "sexting," etc.)	***See below		
Tardiness, Truancy, and Unexcused Absences	*See "Attendance" section of LHS/ LMS Student Handbook		
Tobacco* (use and/or possession) – includes E-cigarettes	* Confiscate and 3 day OSS	* Confiscate and 4day OSS	* Confiscate and 5 day OSS
Trespassing* (non-students)	Warning and/or *Police notification	*Police notification; Charges requested	*Police notification; Charges requested
Vandalism** (Includes property loss/damage, graffiti, abuse of school property, etc.) Less than \$50	1-5 days OSS and restitution	***See below	***See below
Greater than \$50	5 days OSS and ***See below	***See below	***See below
Weapons/Firearms* Possession and/or Use	*See "Weapons/Firearms" section of Nebraska Student Discipline Act		
Any Other Felony Violations	OSS and/or ***See below		

CLARIFICATIONS:

1. Students under recommendation for expulsion will be suspended pending the expulsion decision.
2. A parent conference may be necessary prior to a suspended student's return to school.
3. Students suspended from school will be allowed to complete missed assignments, homework, and tests.
4. Students suspended from school (OSS) are not allowed on any LPS property until the suspension is completed.
5. Administration will deal with each infraction individually and determine the best, most appropriate action (this may deviate from the stated policy in special situations)

DEFINITIONS:

- **ISS = In-School Suspension [Short term = 1 day; Long term = 3 days]**
- **OSS = Out-of-School Suspension [S-OSS > Short term=1-5 days; L-OSS > Long term=6-19 days]**
- **Expulsion = Suspension for more than 19 days to the end of the semester or up to one year.**

INDICATORS:

- * LAW ENFORCEMENT NOTIFICATION
 - ** LAW ENFORCEMENT NOTIFICATION AND RESTITUTION
 - *** LONG-TERM SUSPENSION, EXPULSION OR MANDATORY REASSIGNMENT -
 - In accordance with state statutes
 - Could also include law enforcement notification and/or restitution
-

WAYS TO GET INVOLVED AT LHS

Fall Activities & Sports

Cheerleading
Cross Country
Football
Girl's Golf
Softball
Boy's Tennis
Unified Bowling
Volleyball

Winter Activities & Sports

Basketball
Bowling
Cheerleading
Liberty Belles
Powerlifting
Wrestling

Spring Activities & Sports

Boy's Golf
Soccer
Girl's Tennis
Track & Field

Year Round Activities

Academic Decathlon
Band
Choir
Circle of Friends
eSports
FCCLA
Flag Corps
FFA Game Club
Interact
Jazz Band
L Club
Majestic Volunteering
Math Club
Mock Trial
Musical
National Honor Society
One Act
Pep Club
Quill & Scroll
SkillsUSA
Speech
Student Advisory Committee
Student Council
Swing Choir
Teammates
Yearbook

ELA Handbook Supplement

This Handbook provides information unique to the Early Learning Academy and is supplemental to the District Student/Parent/Activities Handbook.

Attendance

Regular attendance is expected of all students on days school is in session. If a child will be absent from school on a given day, parents are asked to call the school office at 324-1841. Morning session, please call by 7:40 a.m.; afternoon session, please call by 12:00 p.m. If a student is absent without previously notifying the school, parents should expect a phone call from the principal's office. Regular attendance is essential for your child to receive maximum benefit from the preschool program.

Absences due to illness

The school will contact parents if a student becomes ill at school.

Planned absences

Parents who know in advance that a student will be absent must call the school or send a written note at the earliest possible date. Parents should make every attempt to schedule medical and other appointments after school hours when possible.

Enrollment

Enrollment at the Early Learning Academy is for children living within the boundaries of Lexington Public Schools. In the event that ELA's enrollment is not at capacity as established under Nebraska Department of Education's Rule 11, children living outside of the district will be allowed to attend. At any time if ELA's capacity exceeds enrollment limits required for compliance with Rule 11, non-resident students may be removed from ELA's roster and the child will not be able to continue attending ELA.

Backpacks

It is requested that parents send a backpack with their child for notes and papers to bring home from school. If your child does not have a backpack, please check your child's cubicle each day for papers and notes.

Dress Code (Policy 5031)

Students must come to school dressed in clean, neat and appropriate clothing to conform with educational standards. Children must be toilet trained in order to attend preschool and, therefore, should be dressed in clothing that enables them to use the restroom independently and without assistance. Dress, grooming and personal conduct can have a strong influence on how others react to an individual. If a style demonstrates that it is disruptive to the educational process, constitutes a threat to the health, safety or welfare of the child or others, or is in violation of a statute, it will not be permitted in school. Clothing that advertises alcohol, drugs, shows disrespect, or promotes violence, i.e., gang membership or is not acceptable school attire, will not be permitted in school.

Students may be directed by the principal to wear a face covering to help prevent the spread of COVID-19 in school. If so directed, students are expected to wear their face covering each day. Exceptions may be granted based on a student's IEP or 504 plan or other relevant factors as determined by the principal.

Early Dismissal

Early dismissal times are listed on the calendar and in the school newsletter. All early dismissals are at 1:30 p.m. unless otherwise decided by the superintendent. On days of early dismissal for schools within the district, there will be no preschool classes for children in the afternoon.

Entrance Age

Children accepted for enrollment into the Early Learning Academy must be at least three years old by July 31. Children who are four years old by July 31 are enrolled first. Children three years old by July 31 are enrolled based on available space.

Food Service Program (Policy 3012)

The school district provides a food service program that is designed to provide adequate nutrition and an educational experience for students. Children who attend preschool classes in the morning receive breakfast at no cost to the family. Children who attend preschool classes in the afternoon receive lunch at no cost to the family.

Notice of Non-discrimination

In accordance with federal law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20230-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

Parking

There are sufficient parking spaces near the Early Learning Academy at the Opportunity Center for parents to park their vehicles when bringing children to school and picking them up after school. Please park only in designated areas and avoid parking in areas reserved for handicapped, school bus loading / unloading and emergency vehicles.

Playground Rules

1. Contact games that may cause injury will not be permitted.
2. Play is permitted only in designated areas.
3. Misconduct on the playground may result in disciplinary action.
4. If an object travels outside the play area, students must obtain permission from the supervisor on duty before the object may be retrieved.
5. Students should be properly dressed with snow boots, caps and gloves during inclement weather.

6. Students are not allowed to exchange boots, gloves, coats, hats or any other garments without permission from parents or school officials.
7. When the playground area is muddy or wet, students should keep out of those areas. Students may be required to stay on the hard surface areas of the playground.
8. Personal property (footballs, softballs, basketballs, etc.) will not be allowed at school.
9. Students will form a line and enter the building in an orderly manner.

School Day Schedule

Morning Classes: 7:40-11:10 a.m.

Afternoon Classes: 12:00-3:30 p.m.

Children are expected to arrive on time for the start of school each day and must be picked up within five minutes after the session ends. Upon arrival at school, please keep your child with you in the parking area and inside the building until the child is checked in and under the supervision of school staff. At the end of the session, a child will only be released to a parent or a person authorized by parents. It is important that children are closely supervised. Upon arrival and departure, please keep your child with you at all times.

In case of an emergency that a child cannot be picked up at the designated time, please contact the teacher or school office to inform them of the situation. If a child is consistently not picked up promptly at the end of the day and contact cannot be made with a parent, guardian or other authorized individual, Child Protective Services or law enforcement will be called to assist in reuniting the child with their parent or guardian.

Transportation Services

The district operates school buses as a convenience for students and parents. They represent a substantial investment, and students are expected to care for and respect them.

Transportation to School

Except for those who qualify for certain programs under state and federal law, transportation is not provided to children who attend preschool classes.

Visitors

Parents are encouraged to participate in the early childhood program. You are welcome to visit school and become involved in your child's education. Please feel free to talk with staff members and learn how you can help your child have a successful school experience. If you plan to visit school, please contact your child's teacher.

Mission and Goals for Preschool

The mission of Lexington Early Learning Academy is to help children acquire the knowledge, skills and behaviors necessary for them to enter kindergarten ready to learn and enable them to have a successful school experience.

Curriculum Objectives

The preschool program is child-centered and designed to enhance a child's social, emotional, intellectual, language, physical and aesthetic development in a play-oriented environment. The curriculum holds high expectations for all children and is developmentally appropriate. Although play-oriented in nature, learning activities are designed to meet academic objectives described in the curriculum. Health, nutrition and safety are an integral part of the program. The program is structured in such a way that children are enabled to develop literacy skills in both English and their native language.

The next page contains an illustration of the Pyramid Model at the Early Learning Academy. Please note the expectations for the students at the Early Learning Academy.

Pyramid Model / PBS at the



Positive Behavior Support (PBS)

Young children grow and change rapidly! Using approaches that involve “best practices” teach children how to get along and use skills to solve their own problems. The Pyramid Model uses three main stages.

1. Show & Tell (explain expectations to children)
2. Practice makes Perfect (planned activities or teachable moments that implements the skill)
3. You Got It! (children use the skill without prompting)

How it is used at the Early Learning Academy:

PBS and the Pyramid Model provide a plan for identifying the challenging behaviors of the child, developing an understanding of their purpose and function and developing a behavior support plan to help change the behavior and teach new skills.

<http://csefel.vanderbilt.edu/index.html>

Expectations

Be Safe

- ★ Walking feet
- ★ Hands to self
- ★ Follow Directions

Be Respectful

- ★ Inside voices
- ★ Use good manners
- ★ Take turns



Be Responsible

- ★ Clean after self
- ★ Make good choices

Be a Friend

- ★ Be kind
- ★ Be helpful
- ★ Find a solution

Pyramid Model



Modelo de la Pirámide/PBS en



Apoyo al Comportamiento Positivo (PBS)

¡Los niños pequeños crecen y cambian rápidamente! Utilizando enfoques que implican “las mejores practicas” enseñe a su niño a llevarse bien y como usar estas habilidades para resolver sus propios problemas.

El Modelo de Pirámide usa tres etapas principales.

1. Mostrar y Contar (explicar las expectativas a los niños)
2. La Practica lo Hace Perfecto (planear actividades o momentos de enseñanza que implementen la habilidad)
3. ¡Lo Hiciste! (los niños usan la habilidad sin preguntar)

Como se usa en la Academia de Aprendizaje Temprano:

PBS y el Modelo de Pirámide provee un plan para identificar los comportamientos desafiantes del niño, desarrollando un entendimiento de su proposito en función y desarrollando un plan de apoyo para ayudar a cambiar el comportamiento y enseñar la nueva habilidad.

<http://csefel.vanderbilt.edu/index.html>

Expectativas

Estar seguro

- ★ Caminar
- ★ Manos a si mismo
- ★ Seguir indicaciones

Ser Respetuoso

- ★ Hablar en voz normal
- ★ Usar buenos modales
- ★ Tomar turnos



Ser Responsable

- ★ Limpiar despues de ti
- ★ Tomar buenas decisiones

Ser un Amigo

- ★ Ser amable
- ★ Ser útil
- ★ Buscar una solución

Modelo de Pirámide



Elementary Handbook Supplement

This Handbook provides information unique to the Lexington elementary schools and is supplemental to the District Student/Parent/Activities Handbook.

Bicycles

Bikes are to be parked and locked in the racks until dismissal. Students are to stay away from the bike area during recess and lunchtime. The school is not responsible for damage or theft of parts while bicycles are on school property.

Cafeteria Rules

1. All food is to be eaten by the student or left on the tray when returned to the dishwasher. All straws, papers, milk cartons should be deposited in the trash cans. All leftover food should be scraped off the tray into the correct container.
2. Forks and spoons should be placed in the pan with water, NOT THROWN AWAY!
3. Students are to use proper manners including eating quietly.
4. There will be no throwing of food or other items.
5. Students should remain at their tables until they are dismissed. Students are expected to eat lunch at school.
6. Students must treat lunch personnel with respect.
7. Students who violate the above rules will be disciplined.

Payment for Meals

Students are encouraged to pay for meals several weeks in advance. Payment should be made to the bookkeeper in the office.

Cell Phones and Other Electronic Devices ([Policy 6025](#))

Students may not use cellular (cell) phones or other electronic devices while at school, except as permitted in this handbook and board policy.

Telephone calls to the elementary building should be limited. Teachers or students should not be called to the telephone during class periods except when an emergency occurs. The telephone is for business and emergency use only. Cell phones are not permitted in the classroom. Any cell phone misused will be taken by the principal and must be picked up by a parent or guardian. We encourage families to have a daily plan of action prior to children coming to school. It is extremely disruptive to deliver messages to students while school is in session. By bringing cell phones and other electronic devices to school, the student and parent(s) consent to the search of the device when school officials have a reasonable suspicion that such a search will reveal a violation of school rules.

Students are prohibited from sending, sharing, viewing, or possessing pictures, text messages, emails, or other material of a sexual nature in electronic or other form on

a computer, cell phone, or other electronic device. The principal has authority to adjust discipline actions on an individual basis.

Students are personally and solely responsible for the security of their cell phones and other electronic devices. The school district is not responsible for theft, loss or damage of a cell phone or any calls made on a cell phone.

Students who violate this policy will have their cell phones or other electronic devices confiscated immediately. The administration will return confiscated devices to the offending student's parent or guardian after meeting with the parent or guardian to discuss the violation. Students who violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.

Additional information about cell phones is provided in board policy.

Coats and Boots

Elementary students must wear coats outdoors when the weather makes it advisable. The staff will decide when coats are required for recess.

Elementary students may choose to wear overshoes or boots when the playground is wet or muddy. Waterproof boots worn to school should be taken off and regular shoes worn during the day. Boots and coats worn to school must be marked with the student's name.

Face Coverings

Students may be directed by the principal to wear a face covering to help prevent the spread of COVID-19 in school. If so directed, students are expected to wear their face covering each day. Exceptions may be granted based on a student's IEP or 504 plan or other relevant factors as determined by the principal.

Grades

Kindergarten. Kindergarten students will be evaluated using a checklist that incorporates standardized test score data, basic numeration and phonemic skill levels, and behavioral and attendance information.

Grades 1-5. Students will be evaluated using the following categories for their academic core classes.

Advanced	95 – 100%
Proficient	80 – 94%
Progressing	70 – 79%
Beginning	0 – 69%

Skills and Behaviors that Support Learning: These are effort grades that demonstrate behaviors the student can do in the classroom.

The student:

Listens attentively, follows directions, uses time appropriately, completes work on time, demonstrates consistent effort, produces neat and legible work, works independently, works cooperatively with others, participates in large group activities, follows rules, shows self-control, accepts responsibility, respects self and others, and respects authority.

4 = Consistently shows effort

3 = Usually shows effort

2 = Sometimes shows effort

1 = Rarely shows effort

Physical Education: The following categories are utilized for evaluation of performance in Physical Education: Advanced, Proficient, Progressing, or Beginning.

Musical Performances

Each class has one required musical performance per school year. Each student is expected to participate in all rehearsals up to the performance date and learn all the music, musical terms, and choreography the performance requires. Students who cannot perform due to religious beliefs are expected to fulfill all rehearsals up to the performance date even though they cannot actually perform on stage in front of an audience. Those students will need to fill out a worksheet showing they understand all the musical terms, lyrics and the music itself contained in the selected performance. Depending on their age, students may also be required to write a five-sentence paragraph (constructed to the best of their ability) about what they learned during the program preparation time. Any students who cannot participate in the final on-stage rehearsals will be given an extra reading assignment and questions to answer in writing about the reading assignment. This will allow the student to receive full credit on their final evaluation of music class for the grading period in which the performance occurs.

Parents who do not want their child(ren) to participate in a musical performance for religious reasons must write a letter to the principal explaining the reason. This letter must be signed, dated and submitted to the building office in advance of the musical rehearsals or within 5 days of the student(s) enrolling in Lexington Public Schools.

Playground Rules

Students must follow these rules to keep the playground safe:

1. Students must obey the playground supervisor at all times.
2. Students may not enter the street/highway to retrieve a ball unless given permission by the playground supervisor.
3. Students must play away from the school windows.
4. Touch and flag football are permitted, but tackle football is prohibited. Students may only play football on grassy areas.

5. Students may throw balls and other authorized play equipment. They may not throw rocks, gravel, snowballs, and clothing.
6. Students must use the playground equipment properly and in a safe manner.
7. Students may not leave the playground after they have arrived at school for the day.

Students who violate these rules will be disciplined with the loss of recess or other privileges, detention and/or other consequences.

School staff supervises the playground during school hours. However, it is not supervised after school, and students should not play on the equipment without adult supervision.

Recess and P.E. Participation

Recess and P.E. will ordinarily be held outside and parents/guardians need to make sure students are prepared (e.g. possess boots, hats, gloves, and coats) for cold days. Parents/guardians can expect that their children may go outside any time the windchill factor is above 10° F. Requests by parents to keep children indoors due to cold weather will not be honored unless the principal receives documentation from a medical provider or personally observes that the child is ill, or receives sufficient documentation that the child has extenuating medical conditions that necessitate s/he be kept inside.

School Day

The school day typically begins at 8:00 a.m. and ends at 3:25 p.m. Students are to leave the school grounds after dismissal. School staff will provide supervision for students on school grounds 30 minutes before the school day begins and 15 minutes after the school day ends. There will be no supervision provided by the school before or after these times. Parents must make arrangements for their children to leave school promptly at the end of the day, unless children stay for Lexington Academy, the after school program.

Tardies

Parents are encouraged to get their children to school on time so that they do not miss out on instruction and cause a disruption to the learning of others. For purposes of calculating absenteeism, a student who comes to school after 10:00 a.m. shall be counted as a half day absent (morning). A student who leaves school before 2:00 p.m. shall be counted as a half day absent (afternoon). Tardies may be excused for specific situations that are explained in board policy.

Transportation Between Buildings and Academy

Students in grades K-5 may ride district buses between elementary buildings in both the morning and after school. Please contact Keri Fagot in the business office at 308.324.1203 to make arrangements and be issued a bus badge. Parents are expected to pick up their children promptly after school if the children are not going to attend Academy (the district's after-school program).

Students wishing to attend Academy must do so at their building of attendance. (I.e. A fifth grade student must attend at either Pershing or Bryan, whichever they attend during the school day.) Parents must pick their children up after Academy at the building in which their children attend Academy.

Middle School Handbook Supplement

This Handbook provides information unique to Lexington Middle School and is supplemental to the District Student/Parent/Activities Handbook.

Absences and Homework

Upon return from every absence or partial-day absence, students shall confer with their teachers about missed classwork:

(a) students who are pre-excused from school should have all of their schoolwork completed and turned in to the teacher before leaving school unless special arrangements have been made by the teacher and/or administrator;

(b) students who miss school due to an illness or other unforeseen circumstance will be allowed two (2) days for each day absent – up to five days total – to turn in missed homework given during the absence; additional days may be allowed by the teacher and/or administrator for special circumstances;

(c) suspended students must have all homework completed upon returning to school and shall be assigned in-school suspension if otherwise.

Eligibility List

1. An “Eligibility List” will be published every Monday morning by roughly 8:30 a.m.
2. “Failing” are those whose present QUARTER grade average is below 70%.
3. A student on the failing list for two or more consecutive weeks in one or more subjects is considered ineligible.
4. A student is ineligible - starting Monday after the list is published - until the following Monday. If the student is passing the subject(s) that caused the ineligibility, s/he shall be eligible that following Monday.
5. Students will not be allowed to participate in contests while they are ineligible.
6. Each student has the right to have his eligibility reviewed.
7. Eligibility will cover all extracurricular activities under the jurisdiction of the school.

Behavioral Expectations

Please see chart contained in this document for typical disciplinary responses to various rule infractions.

Cafeteria Rules

1. All food is to be eaten by the student or left on the tray when returned to the dishwasher. All straws, papers, milk cartons should be deposited in the trash cans. All leftover food should be scraped off the tray on to the correct container.
2. Forks and spoons should be placed in the pan with water, not thrown away.
3. Students are to use proper manners including eating quietly.
4. There will be no throwing of food or other items.
5. Students should remain at their tables until they are dismissed. Students are expected to eat lunch at school. For a student to eat at home, parents must provide written authorization and transportation.

6. Students must treat lunch personnel with respect.
7. Students who violate the above rules will be disciplined.

Payment for Meals

Students are encouraged to pay for meals several weeks in advance. Payment should be made to the bookkeeper in the office.

Cell Phones and Other Electronic Devices (Policy 6025)

Students may not use cellular (cell) phones or other electronic devices (e.g. beepers, ear buds, cellular telephones, MP3/CD players, radio headphones, laser lights, personal computers, etc.) while at school, except as permitted in this handbook.

Students may use cell phones or other electronic devices outside the building before and after school. Students may not have cell phones or other electronic devices while they are in locker rooms, classrooms or restrooms. During school hours students must keep their cell phones or other electronic devices in lockers or a personal vehicle.

Students may not use cell phones or other electronic devices while riding in a school vehicle unless they have express permission to do so from the vehicle's driver.

Students are personally and solely responsible for the security of their cell phones and other electronic devices. The school district is not responsible for theft, loss or damage of a cell phone or any calls made on a cell phone.

Students who violate this policy will have their cell phones or other electronic devices confiscated immediately. The administration will return confiscated devices to the offending student's parent or guardian after meeting with the parent or guardian to discuss the violation. Students who violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.

Additional information about cell phones is provided in board policy.

Coats and Boots

Middle School students must wear coats outdoors when the weather makes it advisable. The staff will decide when coats are required for recess.

Middle School students may choose to wear overshoes or boots when the playground is wet or muddy. Waterproof boots worn to school should be taken off and regular shoes worn during the day. Boots worn to school must be marked with the student's name.

Face Coverings

Students may be directed by the administration to wear cloth or multi-layer disposable face masks, or another approved face covering, to help prevent the spread of COVID-19 in school. Students are expected to wear their masks each day as directed. If they do not have a mask, one will be provided for them. An appropriate fitting mask must fully

cover the students' nose, mouth and chin. Mask fabric must be appropriate and bandanas may not be used as a mask. Exceptions may be granted based on a student's IEP or 504 plan or other relevant factors as determined by the principal. Failure to wear a face mask will result in disciplinary consequences as follows: 1st offense: warning and directive to wear the mask at all times-- 2nd offense: In-school suspension or other appropriate discipline -- 3rd and succeeding offenses: up to and including emergency exclusion or out of school suspension or expulsion.

Grades

Students will receive letter grades for their academic classes.

The middle school grading system is as follows:

<u>Letter Grade</u>	<u>Percentage Grade</u>	<u>Computer Grade</u>
A+	98-100	4.33
A	93-97	4.0
B+	90-92	3.33
B	85-89	3.0
C+	82-84	2.33
C	77-81	2.0
D+	74-76	1.33
D	70-73	1.0
F	Below 70	0.0

Homework

Classroom teachers will often assign homework. Parents who have questions about homework or concerns about class work should contact the teacher. Questions not resolved by the teacher should be referred to the administration.

Each student is expected to spend some time preparing for studies outside of school hours. The amount of time that is needed will depend upon each student.

Students who struggle to complete assignments or who must spend an inordinate amount of time completing an assignment should seek the help and advice of their teachers and consult with the principal and/or the guidance counselor.

Honor Roll

To qualify for the honor roll, students must be enrolled in a minimum of seven (7) classes, four of which must be from the core curriculum of English, mathematics, science, social studies, business education, foreign language and computer science. Students who earn a quarter or semester academic average of 3.5 or higher will qualify for the honor roll.

Playground Rules

Students must follow these rules to keep the playground safe:

1. Students must obey the playground supervisor at all times.
2. Students may not enter the street/highway to retrieve a ball unless given permission by the playground supervisor.

3. Students must play away from the school windows.
4. Touch and flag football are permitted, but tackle football is prohibited. Students may only play football on grassy areas.
5. Students may throw balls and other authorized play equipment. They may not throw rocks, gravel, snowballs, and clothing.
6. Students must use the playground equipment properly and in a safe manner.
7. Students may not leave the playground after they have arrived at school for the day.

Students who violate these rules will be disciplined with the loss of recess or other privileges, detention and/or other consequences.

School staff supervise the playground during school hours. However, it is not supervised after school, and students should not play on the equipment without adult supervision.

Promotion and Retention

Judgments about promotion from grade level to grade level, completion of a class or course of study, accelerated placement, or retention of a student for a grade level or course of study, are the prerogative of the professional employees of the District. The parents or guardians of pupils who are to be retained shall be notified, and if requested by the parents or guardians, conferences will be held with the parents or guardians indicating the reasons for retention.

Decisions about promotion or retention of students shall be based on consideration of the academic achievement and/or attendance of the student and be directed toward the welfare and development of the student. Pupil progress and completion of prescribed requirements, including completion of prescribed courses of study for students enrolled in special needs programs, shall be the normal basis for decisions about promotion or retention. Retention of pupils for more than one additional year for a given grade is not recommended.

Middle School students who are not on individualized education plans (IEPs) who fail to pass at least seven semesters of their ten core content classes (two semesters of language arts, math, science, social studies, and reading) shall be recommended for retention, be required to attend summer school and pass the core content classes they failed, or take other additional remedial measures as assigned by the middle school principal.

Any student or the parent or guardian of any student shall have the right to review any decisions made about promotion or retention; rights of review are governed by policies of the Board relative to complaints.

School Day

The school day typically begins at 8:00 a.m. and ends at 3:25 p.m. Students are to leave the school grounds after dismissal. School staff will provide supervision for students on school grounds 15 minutes before the school day begins and 20 minutes after the school day ends. There will be no supervision provided by the school before or after these times.

Parents must make arrangements for their children to leave school promptly at the end of the day.

Student Government (Policy 5041)

Students are encouraged to formulate and participate in elective and representative student government activities. The organization, operation and scope of the student government shall be administered by the superintendent or designee.

Visitors (Policy 5500)

We welcome and urge visitation by parents. However, in order to ensure the safety and well-being of our school community, all visitors must check into the office upon arrival in the building.

Weapons

In addition to the regulations outlined in the District Student/Parent/Activities Handbook, please comply with the terms contained in the following notice.

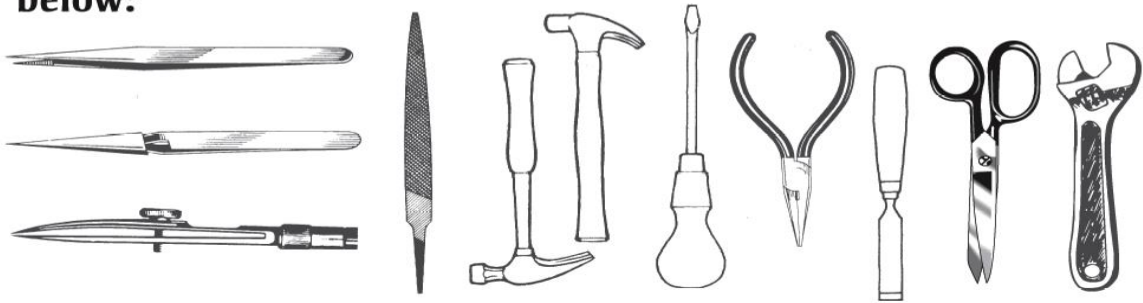
Notice To All Students

The items below are used as tools
in some of your classes:

exacto knives, art knives, any item having a blade, blades of any kind, scissors, kitchen knives, awls, screwdrivers, punches, hammers, vise grips, and any other tool that may be used in a class.

Take the tools out of class or bring them from home and they become weapons. Possession of these items may result in expulsion for two semesters for knives and one semester for unauthorized tools.

Examples of some, but not all, unauthorized tools are shown below:



Examples of some, but not all, knives are shown below:



STOP!

Leave Them In Class! Don't Bring Them!

CONSEQUENCES FOR DISRUPTIVE ACTS

The below-listed consequences are guidelines to be used for dealing with disruptive acts. The consequences may change depending on circumstances. Other consequences may be utilized at the discretion of the LMS administration. In some situations, the Extracurricular Policy may also be in force.

DISRUPTIVE ACT	1 st OFFENSE	2 nd OFFENSE	3 rd OFFENSE
Academic Misconduct (cheating, plagiarism, etc.)	Detention, "0" credit for assignment (student may redo for 69% max), parent contact	ISS, "0" credit for assignment (student may redo for 69% max), parent contact	OSS, "0" credit for assignment (student may redo for 69% max), parent contact
*Alcohol use and/or possession (Extracurricular Policy consequence as well)	Minimum 5 days OSS or ***(see below) depending on circumstances	*** (see below)	*** (see below)
***Arson	*** (see below)	*** (see below)	*** (see below)
Assault:			
*Against a student	Minimum 5 days OSS and *(see below)	*** (see below)	*** (see below)
*Against school staff	Expulsion		
*Mutual Consent	Minimum 5 days OSS and *(see below)	*** (see below)	Expulsion
*Bullying, Harassment	ISS or OSS	Minimum 5 days OSS and *(see below)	*** (see below)
*Bomb Incident (including threats)	*** (see below)	*** (see below)	*** (see below)
Bus/School Vehicle Insubordination	Warning, ISS, OSS, and/or suspension from bus route; parent contact	Warning, ISS, OSS, and/or suspension from bus route; parent contact	Suspension from bus services; parent contact
Dress Code Violations	Warning and change attire	ISS, change attire, and parent contact	ISS or OSS, change attire, and parent contact
Disrespect/Insubordination	Warning or ISS or OSS or reassignment (depending on circumstances)	Minimum 5 days OSS and/or reassignment	*** (see below)
*Drug Offenses (includes actual and imitations of controlled substances and paraphernalia)			
-Possession/Use	Minimum 5 days OSS or ***(see below)	*** (see below)	*** (see below)
-Sale/Distribution	*** (see below)	*** (see below)	*** (see below)
*Fire Alarms/Extinguishers	5 days OSS and *(see below)	5 days OSS and *(see below)	5 days OSS and *(see below)
*Fire Paraphernalia (lighters, matches, fireworks, etc.)			
-Possession	Confiscate and ISS	Confiscate and 3-5 days OSS	Confiscate and *** (see below)
-Unauthorized Use	OSS and possible restitution	OSS and possible restitution	*** (see below)
*Gang-Related (graffiti, notes, symbols, hand signs, colors, speech, etc.)	1-5 OSS	Minimum 5 days OSS	*** (see below)
*Theft.			
-Less than \$50	1-5 days OSS and restitution	*** (see below)	*** (see below)
-Greater than \$50	5 days OSS or *** (see below), restitution	*** (see below)	*** (see below)
Parking Violations	Vehicles parked illegally will be ticketed, and/or towed at owner's expense.		
Public Displays of Affection (PDA)	Warning to both students	Parent contact	ISS and parent contact
***Sexting*/Explicit Photo or Video Offenses (includes possession and/or distribution of sex-related material via electronic devices)	ISS or OSS or Reassignment	ISS or OSS or Reassignment	ISS or OSS or Reassignment
*Tobacco Possession and/or Use (including vape/electronic devices)	Confiscate and 3 days OSS	Confiscate and 4 days OSS	Confiscate and 5 days OSS

DISRUPTIVE ACT	1st OFFENSE	2nd OFFENSE	3rd OFFENSE
*Trespassing (includes non-students)	Warning and/or police notification	Police notification, charges requested	Police notification, charges requested
**Vandalism (includes property loss or damage, abuse of property, graffiti, etc.)			
- Less than \$50	1-5 days OSS and restitution	*** (see below)	*** (see below)
- Greater than \$50	5 days OSS or *** (see below) and restitution	5 days OSS or *** (see below) and restitution	5 days OSS or *** (see below) and restitution
*Weapons (possession and/or use)	See "Weapons/Firearms" section of Nebraska Student Discipline Act		
Any Other Felony Violation	OSS and or *** (see below)		

CLARIFICATIONS:

- Students recommended for expulsion will be OSS pending the expulsion decision.
- A parent conference may be necessary prior to a suspended student's return to school.
- Students suspended OSS will be allowed to complete missed assignments and tests.
- Administration will deal with each infraction individually, and determine the best, most appropriate action (may deviate from stated policy in special situations).

DEFINITIONS:

- "ISS"- In-School Suspension
- "OSS"- Out-of-School Suspension (**Short term**=1 to 5 days, **Long term**=6-19 days)
- "Expulsion"- OSS for more than 19 days (either through the end of the semester or up to one year)

INDICATORS:

- * **LAW ENFORCEMENT NOTIFICATION**
- *** **LONG TERM SUSPENSION or MANDATORY REASSIGNMENT or EXPULSION**
 - In accordance with state statutes
 - Could also include law enforcement notification and/or restitution

Contract for Online Agriculture Instructor

This Contract (the "Contract") is entered into between Nebraska Agriculture Academy LLC, with a business address at 12465 Navaho Road, Gibbon, NE 68840 (referred to as "Provider"), and Lexington Public Schools, with a business address at 1400 Minuteman Drive, Lexington, NE 68850 (referred to as "School"), collectively referred to as "Parties".

1. Scope of Services

1.1 Services:

Provider agrees to deliver an online Animal Science course in the Fall of 2024 and Large Animal Management course in the Spring of 2025, as outlined in the Course Content section of this Contract.

2. Term

2.1 Contract Term:

This Contract shall begin on August 15, 2024, and end on May 22, 2025, covering both the Fall and Spring semesters.

3. Compensation

3.1 Payment:

School agrees to pay Provider a total sum of \$10,200 for the services rendered, along with any additional services through the 2024-2025 school year. The amount of \$5,100 shall be paid prior to July 1, 2024, and \$5,100 shall be paid prior to January 10th, 2025.

3.2 Additional Services:

For each additional student beyond 17 students, School agrees to pay an additional fee of \$600 per student per semester. At least one and no more than four in-person visits by Provider to the School's location may be necessary at either the request of the School or the discretion of the Provider. In-person visits may include, but are not limited to classroom activities, project visits, and one-on-one mentorship with students. School agrees to pay Provider \$200 per day for in-person visits plus reimbursement for any classroom supplies. Additionally, Provider agrees to provide optional FFA mentorship services at the rate of \$150.00 per hour of consultation. The FFA mentorship services are to be provided for the community member or the School's staff member designated as the School's FFA advisor. School agrees to pay all fees for the aforementioned additional services which occur during the first semester (Fall of 2024) prior to January 10th, 2025; and School agrees to pay all fees for the aforementioned additional services occurring during the second semester (Spring of 2025) prior to June 1st, 2025.

3.3 Payment Schedule:

The amount of \$5,100 shall be paid prior to July 1, 2024, \$5,100 plus additional services from the first semester paid prior to January 10th, 2025, and additional services for the second semester to be paid prior to June 1st, 2025.

4. Ownership of Materials

4.1 Ownership:

All original instructional materials and intellectual property created by Provider and used in the course of providing the services of this agreement is and shall continue to be the sole property of Nebraska Agriculture Academy, LLC.

5. Confidentiality

5.1 Confidentiality Obligations:

Both Parties agree to maintain the confidentiality of any non-public information disclosed during the term of this Contract.

6. Indemnification

6.1 Indemnity:

Provider agrees to indemnify and hold School harmless from any claims, damages, or liabilities arising out of the services provided under this Contract. Provider agrees to indemnify and hold School harmless from any third-party claims, damages, or liabilities arising out of the services provided under this Contract.

7. Termination

7.1 Termination for Cause:

Either party may terminate this Contract in the event of a material breach by the other party upon written notice specifying the nature of the breach.

8. Governing Law

8.1 Jurisdiction:

This Contract shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to this Contract shall be brought exclusively in the state or federal courts located in the State of Nebraska.

9. Entire Agreement

9.1 Entire Agreement:

This Contract constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, understandings, or representations relating to the subject matter herein.

10. Severability

10.1 Severability:

If any provision of this Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from the Contract, and the remaining provisions shall remain in full force and effect. In the event that the School seeks to engage another Nebraska Certified Teacher for the same services provided by Nebraska Agriculture Academy LLC, the School agrees to retain the services of Nebraska Agriculture Academy LLC for the duration of this Contract, unless otherwise mutually agreed upon in writing by both parties.

11. Notices

11.1 Method of Notice:

Any notice, demand, or communication required or permitted to be given under this Contract shall be in writing and may be delivered by personal delivery, registered or certified mail, or email.

11.2 Addresses for Notice:

The addresses for notice are as follows:

Nebraska Agriculture Academy LLC
Address: 12465 Navaho Road, Gibbon, NE 68840
Email: bzimmer@neagacademy.com

Lexington Public Schools
Address: 1400 Minuteman Drive, Lexington, NE 68850
Email: eric.bell@lexschools.org

11.3 Effective Date of Notice:

Notices delivered personally shall be deemed effective upon delivery. Notices sent by registered or certified mail shall be deemed effective on the date of receipt as indicated by the return receipt. Notices sent by email shall be deemed effective upon transmission, provided that no delivery failure notification is received.

12. Waiver

12.1 No Waiver:

The failure of either party to enforce any provision of this Contract shall not be deemed as a waiver of such provision or any other right or remedy available under this Contract.

12.2 Written Waiver:

Any waiver of a provision of this Contract shall only be effective if it is in writing and signed by the party granting the waiver. The waiver of any provision shall not operate as a waiver of any other provision or a continuing waiver of the same provision in the future.

13. Governing Law

13.1 Jurisdiction:

This Contract shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to its conflict of laws principles.

13.2 Venue:

Any legal action or proceeding arising out of or relating to this Contract shall be brought exclusively in the state or federal courts located in the State of Nebraska. Both parties hereby consent to the personal jurisdiction of such courts and waive any objections to the laying of venue in such courts.

14. Amendments

14.1 Written Amendments:

Any modifications or amendments to this Contract shall be in writing and signed by both Parties to be effective.

15. Insurance:

Nebraska Agriculture Academy LLC shall secure and keep in force during the term of this Agreement a commercial general liability policy from an insurance company authorized to do business in Nebraska in the amount of at least \$1,000,000.00. Agriculture Academy LLC shall furnish certificates of insurance to the undersigned School representative prior to commencement of this agreement.

16. Drug/Alcohol/Tobacco/Weapons Free Workplace:

Nebraska Agriculture Academy LLC and all subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Contract while on the School premises or at School related functions. Nebraska Agriculture Academy LLC and all subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on School property or at School related functions. Nebraska Agriculture Academy LLC and all subcontractors, if any, also shall adhere to all the School's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on the School premises or at the School related functions. Failure to comply with this provision may be considered a material breach. The School may suspend or terminate Nebraska Agriculture Academy LLC, its subcontractors, or both if it violates these laws, regulations, or policies or this provision.

17. Nondiscrimination:

Nebraska Agriculture Academy LLC and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Contract with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

18. Subcontractors:

Nebraska Agriculture Academy LLC shall not subcontract any services or any other part of this Contract without the prior written consent of the School. The School hereby expressly gives consent to Nebraska Agriculture Academy LLC to subcontract grading services, substitute teaching services as needed, and other related services from Katie Shadbolt or Sarah Hebda for the duration of this Contract.

19. Compliance with Laws and Regulations:

Nebraska Agriculture Academy LLC agrees that it shall perform the work called for herein in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, including the laws of any state or administrative body which may have jurisdiction over Nebraska Agriculture Academy LLC and Nebraska Agriculture Academy LLC's employees and agents. Nebraska Agriculture Academy LLC assumes full responsibility for the payment of all contributions, taxes or assessments, which may be required by any state or nation as to all employees engaged in the performance of work hereunder. Nebraska Agriculture Academy LLC covenants to save the School harmless from any and all liability for state or federal taxes, workers' compensation contributions, and or any other tax liability or assessment now or subsequently imposed on the School by reason of this Contract and the services hereunder.

20. Employment Eligibility Verification:

Nebraska Agriculture Academy LLC shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If Nebraska Agriculture Academy LLC employs or contracts with any subcontractor in connection with this Contract, Nebraska Agriculture Academy LLC shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

21. Student Records:

The parties agree to share data in a manner that safeguards the confidentiality of personally identifiable information in students' education records as defined by the federal Family Education Rights and Privacy Act (FERPA), the Individuals with Disabilities in Education Act (IDEA) and any other applicable federal or state laws and regulations. FERPA establishes restrictions on the disclosure and re-disclosure of personally identifiable information in students' education records without the written consent of the parent or eligible student. FERPA permits student information to be used by state educational authorities for the purposes of the evaluation of state or federally supported education programs, and/or conducting research for or on behalf of the state supported schools to improve education. IDEA prohibits the destruction of certain special education records without prior notice to students and/or their families. The parties acknowledge that for the purposes of this Agreement they will be designated as a "school official" with "legitimate educational interests" in the education records, as those terms have been defined

under FERPA and its implementing regulations. Each party agrees to abide by the FERPA limitations and requirements imposed on school officials. The parties will use the Education records only for the purpose of fulfilling their duties under this Contract for the benefit of the parties and their school district users and will not share such data with or disclose it to any third party except as provided for in this Contract required by law, or authorized in writing by the appropriate party.

22. Personally Identifiable Information:

Pursuant to this Contract, the parties may come into possession of Personally Identifiable Information about the parties, their employees, their assigns, those with whom the parties are in privity and others. Personally Identifiable Information includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as used in Neb. Rev. Stat. § 84-712.05 and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.

22.1 Protection of Confidential Information. The Parties will protect Personally Identifiable Information and all other confidential information using the same degree of care that it uses to protect the confidentiality of its own Confidential Information (but in no event less than reasonable care). Neither Nebraska Agriculture Academy LLC nor the School shall disclose or use any Confidential Information of the other for any purpose outside the scope of this Contract and will not disclose or share such Confidential Information with any third party without prior written consent, except as required by law. Each party must use best practices to limit access to Confidential Information of the other to those of its employees and contractors who need such access for purposes consistent with this Contract. Each party hereby assures that other that it will ensure that employees and subcontractors who perform work under this Contract have read, understood, and, received appropriate instruction as to how to comply with the Confidential Information protection provisions of this Contract.

22.2 Security Breach Response:

Promptly upon becoming aware of a Security Breach (an event in which Confidential Information is exposed to unauthorized disclosure, access, alteration, or use), or of circumstances that could have resulted in unauthorized access to or disclosure or use of Confidential Information, Nebraska Agriculture Academy LLC will notify the School, fully investigate the incident, and shall cooperate fully with the School in investigation of and response to the incident. Except as otherwise required by law, Nebraska Agriculture Academy LLC will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the School.

22.3 Response to Legal Orders, Demands or Requests for Confidential Information. Except as otherwise expressly prohibited by law, Nebraska Agriculture Academy LLC will:

- (1) Promptly notify the School of any subpoenas, warrants, or other legal orders, demands or requests received by Nebraska Agriculture Academy LLC seeking the School data or data belonging to the School member school districts;

- (2) Consult with the School and the relevant member district regarding its response;
- (3) Cooperate with the School's and its member district's reasonable requests in connection with efforts by the School or its member district to intervene and quash or modify the legal order, demand or request; and
- (4) Upon the School's request, provide the School with a copy of its response.

22.4 If the School receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Nebraska law ("request") or request seeking Confidential Information maintained by Nebraska Agriculture Academy LLC, the School will promptly provide a copy of the request to Nebraska Agriculture Academy LLC. Nebraska Agriculture Academy LLC will promptly supply the School with copies of records or information required for the School to respond, and will cooperate with the School's reasonable requests in connection with its response.

23. Authority to Execute Contract:

The individuals signing below represent and warrant that they are duly authorized to execute and deliver this Contract on behalf of their entity and that this Contract is binding upon their entity in accordance with its terms.

24. Entire Agreement

24.1 Entire Agreement:

This Contract constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, understandings, or representations relating to the subject matter herein.

DocuSigned by:

 Nebraska Agriculture Academy LLC

6/7/2024
 Date

 Lexington Public Schools

 Date



Proposal

Proposal Number

2111679862

Account Number/Name

39511

LEXINGTON PUBLIC SCHOOLS

Created On

05/10/2024

Created By

Mark Burson

Thank you for creating your proposal, details are provided below. You can access this proposal from your [Apple Store for Education Institution](#) by searching proposal number 2111679862.

Item	Product / Description	Total Quantity	Unit Price	Total Price
1	Z16L Mac mini	15	879.00	13,185.00 USD
	Specifications			
	<ul style="list-style-type: none"> System on a Chip (Processor): Apple M2 with 8-core CPU, 10-core GPU, 16-core Neural Engine Memory: 16GB unified memory Storage: 512GB SSD storage Ethernet: Gigabit Ethernet Thunderbolt: Two Thunderbolt 4 ports, HDMI port, two USB-A ports, headphone jack Pro Apps Bundle for Education: None Accessory Kit: Accessory Kit 			

Subtotal	13,185.00 USD
Estimated Tax	0.00 USD
Total	13,185.00 USD

Please note that your order subtotal does not include sales tax or rebates. Sales tax and rebates, if applicable, will be added when your order is processed. Your order total may include estimated sales tax that is subject to change at the time your order is processed.

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