

Board of Education Work Session

June 23, 2025 7:00 PM

SPCS Administration Building  
765 Main Street  
Springfield, NE 68059

## **Agenda**

- I. Policy Committee
  - I.A. 3-year Review Policies
  - I.B. Policy Updates
- II. Meeting Roll Call
- III. Notice of Open Meetings Act - Posted
- IV. Public Comment
- V. Items for Discussion (Discussion Only)
  - V.A. Substitute Pay for 2025-2026
  - V.B. Staffing Update
  - V.C. 2025-2026 Meal Pricing
  - V.D. Policy Committee Report
  - V.E. Strategy 3- Safety and Security, Crisis Go Proposal
  - V.F. Safety Camera Proposal
  - V.G. Budget Update-Property Tax Authority
- VI. Action Items
  - VI.A. Discuss, consider and take all necessary action with regard to the Findings and Recommendations of the Selection Committee for the position of Construction Manager at Risk for potential projects for additions, expansions and renovations to the existing high school and a new PK-6 elementary school.
  - VI.B. Policy Approval 5015
- VII. Future Planning
- VIII. Adjourn

**4002**  
**Drug Free Workplace**

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.

Adopted on: 04-24-2023  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

## **4004 Employment of Relatives, Domestic Partners and Significant Others**

It is in the school district's best interest to hire the best qualified candidate for employment. However, the district must use sound judgment in hiring and placing employees who are closely related, reside together as domestic partners, or are involved in close relationships for the following reasons: avoiding conflict of interest and the appearance of a conflict of interest; avoiding favoritism and the appearance of favoritism; promoting collegiality among employees; minimizing lost productivity; easing the task of managing employees; avoiding friction and conflict when marriages or relationships break down; and avoiding claims of sexual harassment.

For the purposes of this policy, the term "relative" refers to a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation. "Domestic partner" refers to individuals who reside in the same household and are involved in a relationship, who may hold themselves out to the public as marital partners, but who are not legally married. "Significant others" refers to individuals who are dating or engaged to be married but may or may not reside together. This policy applies to all categories of employment including regular, temporary, and part-time classifications.

Generally, an employee's relative, domestic partner, or significant other should not be hired to work in the same department as the employee or in any other position in which the district believes a conflict or the appearance of a conflict may exist. Relatives, domestic partners, and significant others are permitted to work at the district provided one does not report directly to, supervise, or manage the other. The superintendent and/or board may make exceptions to this general rule.

Employees in a supervisory-subordinate relationship or employed in the same department who marry, become domestic partners, or become significant others while employed will be treated in accordance with these guidelines, and one of the employees will be transferred at the earliest practicable time. The transfer will be voluntary when possible. When a voluntary transfer is not possible, the superintendent will make the decision based upon the importance of each job, the needs of the district, and the availability of candidates to fill either position. The district shall endeavor to place the transferred

employee in a position which is similar in terms of pay and benefits. The superintendent and/or board may make exceptions to this general rule.

Adopted on: 04-24-2023

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

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

**4006**  
**Insurance**

The school district shall provide workers' compensation insurance for the protection of the district and its employees, and such other insurance as the board deems appropriate or has agreed to provide pursuant to a contract or collective bargaining agreement.

Adopted on: 04-24-2023

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

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

**4007**  
**Personnel Records**

The district shall maintain a personnel file regarding each employee. All materials in a personnel file, except for employment references and information that was gathered in the process of assessing an applicant for hiring, shall be available to the employee for review within a reasonable period of time of the employee's request. Employees (or individuals to whom employees have given written authorization) may inspect the contents of their personnel files only in the presence of an administrator or a person designated by the administration.

An employee may respond to any document(s) in his or her personnel file by submitting a written response to the person responsible for keeping the file, who shall attach the response to file copies of the disputed document.

No person other than school officials engaged in their professional duties shall be granted access to employees' personnel files, and the contents of such files shall not be divulged in any manner to any unauthorized person. An attorney acting on behalf of the board of education or administration is deemed to be a school official.

Adopted on: 04-24-2023

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

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

**4009**  
**Restrictions on Employees Receiving Gratuities**

An employee who, because of his or her employment by the school district, receives any bonus merchandise or gift with a value over \$100.00 must disclose the receipt of such gift to the superintendent, who will then report that gift to the board. The superintendent, at his or her discretion, may require that the gift become the property of the district. No certificated staff member may accept any gift which will impair the professional judgment of the recipient.

Employees are directed to discourage merchants from offering bonus paraphernalia in exchange for the school's patronage.

Adopted on: 04-24-2023

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

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

**4022**  
**Certification and Endorsements**

All educators must be duly certified by the Nebraska Department of Education in accordance with the Department's rules and the laws of Nebraska. They must file copies of their teaching certificates, including endorsements, with the superintendent of schools, and must promptly file any changes in certification or endorsements. Certified employees are required to maintain all their endorsements, and may not permit any endorsement to lapse or remove it from their certificates. The board or superintendent may require a certified employee to obtain a new endorsement when it is deemed necessary for the benefit of the school district and/or to comply with federal or state requirements.

Adopted on: 04-24-2023

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

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

**4032**  
**Professional Growth**

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.

Adopted on: 04-24-2023

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

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

**4034**  
**Staff Handbook**

The superintendent or designee shall annually formulate, review and revise a staff handbook that will contain information about the district's employment policies and practices. The staff handbook is an extension of these policies and has the force and effect of board policy when approved by the board of education.

Adopted on: 04-24-2023  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

## 4043

### **Professional Boundaries and Appropriate Relationships Between Employees and Students**

School district employees and student teachers or interns (“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. Employees are required to establish and maintain professional boundaries with students and must have appropriate relationships with students. They may be friendly with students, but they are the students’ teachers, not their friends, and they must take care to see that this line does not become blurred. This applies to employees’ conduct and interactions with students and to material they post on personal web sites and other social networking sites including, but not limited to, Instagram, Facebook, and Twitter. The posting or publication of messages or pictures or other images that diminish an employee’s professionalism or ability to maintain the respect of students and parents may impair his or her ability to be an effective employee. Employees are expected to behave at all times in a manner supportive of the best interests of students.

**Sexual Relationships Prohibited.** Employees are prohibited from engaging in any relationship that involves sexual contact or sexual penetration with a student while the student is a current student and for a minimum of one year after the date of the student's graduation or the date the student otherwise ceases enrollment. Sexual contact has the same meaning as in section 28-318, and sexual penetration has the same meaning as in section 28-318.

**Grooming Prohibited.** Employees are prohibited from engaging in grooming with students. Grooming means building trust with a student and individuals close to the student in an effort to gain access to and time alone with the student, with the ultimate goal of engaging in sexual contact or sexual penetration with the student, regardless of when in the student’s life the sexual contact or sexual penetration would take place.

Unless an employee can clearly and convincingly demonstrate a legitimate educational purpose, grooming behaviors and related conduct that are a violation of this policy include, but are not limited to:

- Communicating about sex when the discussion is not required by a specific aspect of the curriculum.
- Joking about matters involving sex, using double entendre or making suggestive remarks of a sexual nature.

- Displaying sexually inappropriate material or objects.
- Making any sexual advance, whether written, verbal, or physical or engaging in any activity of a sexual or romantic nature.
- Kissing of any kind.
- Dating a student or a former student within one year of the student graduating or otherwise leaving the district.
- Intruding on a student's personal space (e.g. by touching unnecessarily, moving too close, staring at a portion of the student's body, or engaging in other behavior that makes the student uncomfortable).
- Initiating unwanted physical contact with a student.
- Communicating electronically (e.g. by e-mail, text messaging, or through social media) on a matter that does not pertain to school.
- Playing favorites or permitting a specific student to engage in conduct that is not tolerated from other students.
- Discussing the employee's personal issues or problems that should normally be discussed with adults.
- Giving a student a gift of a personal nature.
- Giving a student a ride in the employee's vehicle without first obtaining the express permission of the student's parents or a school administrator.
- Taking a student on an outing without first obtaining the express permission of the student's parents or a school administrator.
- Inviting a student to the employee's residence without first obtaining the express permission of the student's parents and a school administrator.
- Going to a student's home when the student's parent or a proper chaperone is not present.
- Repeatedly seeking to be alone with a student.
- Being alone in a room with an individual student at school with the door closed.
- Any after-school hours activity with only one student.
- Any other behavior which exploits the special position of trust and authority between an employee and student.

This list is not exhaustive. Any behavior which exploits a student is unacceptable. If in doubt, ask yourself, "Would I be doing this if my family or colleagues were standing next to me?"

**Communication Between Employees and Students.** The Superintendent or Superintendent's designee will circulate to staff the District-approved apps or social media sites that employees may use to communicate with students regarding educationally related topics.

In addition, employees may utilize:

1. Text messages that include at least one other adult and a student. The adult may either be the student's parent or guardian or another school employee.
2. Use of social media through a district approved social media account as a coach or supervisor of a school sponsored club or activity. However, even approved social media communication must abide by the standards of professional conduct and must be professional in nature and in the best interest of the school district.
3. Use of the school district email system.

Allowing students to view an educator's social media postings is not a preferred method of communication. Educators are responsible for any social media postings that are viewed by students when such posting violates the standards of professional conduct.

A personal communication system is a device or software that provides for communication between two or more parties and is capable of receiving, displaying, or transmitting communication. Personal communication system includes, but is not limited to, a mobile or cellular telephone, an email service, or a social media platform.

Employee communications with students through a communication system generally are to be sent simultaneously to multiple recipients and not just to one student. The burden to demonstrate the appropriateness of a communication with a student only shall rest with the employee.

**Reporting a Policy Violation.** Anyone may report suspected grooming, other unacceptable employee conduct, or any violation of this policy as follows:

School District. Reports may be made to a principal, the superintendent, or the Title IX Coordinator in person, by mail, by telephone, or email.

Nebraska Department of Education. Reports may be made at: Nebraska Department of Education, Attn: Certification Investigations' Office, P.O. Box 94933, Lincoln NE 68509 or [Nde.investigations@nebraska.gov](mailto:Nde.investigations@nebraska.gov).

Nebraska Department of Health and Human Services. Reports may be made by calling the Child Abuse and Neglect Hotline at (800) 652-1999.

Law Enforcement. Reports may be made to the Sarpy County Sheriff at (402) 593-2288, or the Nebraska State Patrol at (402) 471-4545.

An employee is required to make a report to a principal or the superintendent if the employee reasonably believes that another employee has violated or may have violated this policy. Minor concerns or violations shall be reported within 24 hours. Major concerns or violations shall be reported immediately. Violations committed by or concerns about the superintendent shall be reported to the school board president.

A student who feels his or her boundaries have been violated should directly inform the offender that the conduct or communication is offensive and must stop. If the student does not wish to communicate directly with the offender or if direct communication has been ineffective, the student should report the conduct or communication to a teacher, administrator, counselor, the Title IX coordinator, or other school employee with whom she or he feels comfortable.

**Retaliation Prohibited.** Retaliation for good faith reports or complaints made as a result of this policy is prohibited. Individuals who knowingly and intentionally make a false report shall be subject to discipline as provided by district policy and state law.

**Policy Violations.** Any violation of this policy by an employee may result in disciplinary action up to and including dismissal from employment and/or referral to the Nebraska Department of Education, which may result in the suspension or revocation of the employee's certificate. Any violation involving sexual or other abuse will result in referral to the Nebraska Department of Health and Human Services, law enforcement, or both.

**Policy Verification.** Employees shall verify that they have received, reviewed, and understood this policy by signing an acknowledgment document indicating the same.

**No Limits on Reports to NDE.** Nothing in this policy shall be construed to limit any certificated employee's duty to report any known violation of the standards of professional practices (Title 92, Nebraska Administrative Code, Chapter 27, commonly known as Rule 27) adopted by the Nebraska Board of Education.

Adopted on: 04-24-2023

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

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

**1002**  
**Creation, Amendment and Distribution of Policies**

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

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

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

Adopted on: 11-14-2022

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

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

## **2006 Complaint Procedure**

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to complaints unless the complaint is subject to a different 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'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.

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

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

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if 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 operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
  - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.
  - d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may be submitted to the applicable coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at [OCR.KansasCity@ed.gov](mailto:OCR.KansasCity@ed.gov); by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or coordinator, the administrator or coordinator shall first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator or coordinator will promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the respondent.
    - 1) If the complainant has not, urge the complainant to discuss the matter directly with the respondent, if appropriate.
    - 2) If the complainant refuses to discuss the matter with the respondent, the administrator or coordinator shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
  - b) Strongly encourage the complainant to reduce his or her concerns to writing.
  - c) Interview the complainant and, if necessary, the respondent against whom the complaint is filed, to determine:

- 1) All relevant details of the complaint;
  - 2) All witnesses and documents which the complainant believes support the complaint;
  - 3) The action or solution which the complainant seeks.
- d) Respond to the complainant. If the complaint involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or coordinator receives the complaint.
4. If either the complainant or the respondent is not satisfied with the decision, he or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal.
- a) The appeal must be in writing.
  - b) This appeal must be received by the superintendent no later than three (3) calendar days from the date of the decision.
  - c) For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate.
  - d) The superintendent will prepare a written decision and provide it to the complainant and any other person entitled by law to receive the appeal decision. For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.

5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may involve oversight or discipline of students, staff, or others, unless those involve allegations against 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 the 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 or appeal. However, all matters involving discrimination or harassment allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.
- g) The board president will notify the complainant and any other person legally required to receive the decision in writing of the decision. If the complaint involves discrimination or harassment allegations against the Superintendent, the board president shall submit the

decision within 180 calendar days after receiving the written appeal.

- h) There is no appeal from any decision of the board unless authorized by law.
6. Formal complaints about the superintendent shall be filed with the president of the board. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:
- a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.
  - b) Determine whether the complainant has discussed the matter with the superintendent.
    - 1) If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.
    - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
  - c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting by the full board.

- 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 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 (d) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent or board president without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

Adopted on: 11-14-2022

Revised on: 7-15-2024

Reviewed on: 1-27-2025

## **3003**

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

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

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

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

#### **II. Projects with an Estimated Cost of Less than \$109,000**

- A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than \$109,000.
- B. Prior to solicitation of the quotes and/or estimates, the superintendent will determine whether the district will accept oral submissions.
- C. Quotes and/or estimates may be solicited by the superintendent or his/her designee without board action.
- D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.
- E. The district may use a Nebraska state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.
- F. Nothing in this subsection prohibits or requires the use of the formal bidding procedures. If the district is going to solicit formal bids for projects of less than \$109,000 they must follow the formal procedures outlined in this policy.

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

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

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

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

C. Advertising for Bids

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

D. Bid Documents

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

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

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications.
- E. Any or all bids may be rejected if there is a sound documented reason
- F. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.

Adopted on: 2-13-2023

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

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

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

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

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

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

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

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

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

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

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

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

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

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

apply:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C. Favors and Gifts**

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

**D. Enforcement**

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

**IV. Property Management Systems**

**A. Property Classifications**

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$10,000.

2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$10,000, regardless of the length of its useful life. 2 C.F.R. §200.94.
3. Computing Devices means machines that acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.
4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
  - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
  - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

## **B. Inventory Procedure**

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

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

## **C. Inventory Records**

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

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

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

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

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

#### **E. Maintenance**

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

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

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

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

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

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

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

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

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

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

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

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

#### **K. Depreciation**

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

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

The district will comply with federal interest reporting and submit annual reports, if required, regarding a real property

interest due to a renovation, major remodeling, construction, or real property project funded by federal grant funds.

## **V. Financial Management**

### **A. Identification**

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

### **B. Financial Reporting**

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

### **C. Accounting Records**

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

### **D. Internal Controls**

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

### **E. Budget Control**

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

#### **F. Payment Methods**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **VI. Written Compensation Policies**

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

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

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

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

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

### **C. Fringe Benefits**

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

### **D. Leave**

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

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

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

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

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

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

### **A. Required Terms**

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

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

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

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

The District may deviate from this general requirement only if:

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

### **C. Record Keeping**

## 1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.
- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
- c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

## 2. Maintenance of Procurement Records

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

**D. Privacy**

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

Adopted on: 2-13-2023  
Revised on: 6-12-2023  
Revised on: 7-15-2024  
Revised on: 12-9-2024  
Reviewed on: \_\_\_\_\_

## **3023 Record Management and Retention**

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

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

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

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

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

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

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

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

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

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

Adopted on: 2-13-2023

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

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

## **3026 Handbooks**

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

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

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

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

Adopted on: 2-13-2023

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

Reviewed on: 3-24-2025

## 3036 Purchasing (Credit) Card Program

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

**Authorized Purchases.** Authorized users have standing authority to use the purchasing card to charge actual, necessary, and reasonable travel expenses and all items related to the education of students at SPCS. Otherwise, the purchasing card may only be used to purchase goods and services approved by the board or the superintendent or designee. The maximum amount that may be charged in a single day is \$5,000.

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

**Authorized Users.** The board may take action at any meeting to authorize additional users or to revoke or suspend user privileges. Such action shall be recorded in the minutes. The school may also maintain a purchasing card in the name of the school district. School district employees may purchase school related goods and services with the school district credit card only with authorization from the superintendent.

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

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

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

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

Adopted on: 6-12-2023

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

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

**3043**  
**Design-Build Contracts**

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

- I. **Definitions.** For purposes of this policy:
- A. **Act** means the Nebraska Political Subdivisions Construction Alternatives Act.
  - B. **Board** means the District's Board of Education.
  - C. **Department** means the Nebraska Department of Education.
  - D. **Design-Build Contract** (D-B Contract) means a contract which is subject to qualification-based selection between the District and a Design-Builder to furnish (a) architectural, engineering, and related design services for a project pursuant to the Act and (b) labor, materials, supplies, equipment, and construction services for a project pursuant to the Act.
  - E. **Design-Builder** means the legal entity which proposes to enter into a D-B Contract which is subject to qualification-based selection pursuant to the Act.
  - F. **District** means Springfield Platteview Community Schools.
  - G. **Letter of Interest** means a statement indicating interest to enter into a D-B Contract for a project pursuant to the Act.
  - H. **NEARA** means the Nebraska Engineers and Architects Regulation Act.
  - I. **Performance-Criteria Developer** (PCD) means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the NEARA who is selected by the District to assist the District in the development of Project Performance Criteria, Requests for Proposals, evaluation of Proposals, evaluation of the construction under a D-B Contract to determine adherence to the Project Performance Criteria, and any additional services requested by the District to represent its interests in relation to a project.
  - J. **Project Performance Criteria** means the performance requirements of the project suitable to allow the Design-Builder to make a proposal. Performance requirements include the following, if required by the project: capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site

development requirements, provisions for utilities, storm water retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the project.

- K. **Proposal** means an offer in response to a Request for Proposals (RFP) by a Design-Builder to enter into a D-B Contract for a project pursuant to the Act.
- L. **Qualification-based selection process** means a process of selecting a design-builder based first on the qualifications of the design-builder and then on the design-builder's proposed approach to the design and construction of the project;
- M. **Request for letters of interest** means the documentation or publication by which the District solicits letters of interest;
- N. **Superintendent** means the District's Superintendent of Schools, or his or her designee.

II. **Resolution to Select Design-Build.** The Board shall adopt a resolution by a two-thirds affirmative vote selecting the design-build contract delivery system prior to proceeding with any of the steps described below.

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

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

- A. **Selecting the Most Qualified PCD for Contract Negotiations.** The required procedures for selecting the most qualified PCD for contract negotiations differ depending on the magnitude of the District's estimate of the project's basic construction cost, as described in this section 3.1.

- 1. **Project Cost \$896,000 and Below.** For a project whose basic construction cost is estimated by the District to be \$896,000 or less, the District will use the following procedures for identifying the most qualified PCD:
  - a. The Superintendent will solicit statements of qualification from potential PCDs. Such solicitation shall include a general description of the project and shall indicate how interested individuals or firms can apply for consideration by the District.

The Superintendent may, but is not required to, give public notice of such solicitation.

- b. Based on the statements of qualifications and any other relevant information that the Superintendent receives, the Superintendent shall make a finding identifying the applicant most qualified to serve as the PCD for the project based on the applicant's capabilities to perform, adequacy of personnel, past record and performance, experience, and such other factors as may be determined by the Superintendent to be applicable to the District's particular requirements for the project.
  - c. Following such finding, the Superintendent shall recommend to the Board that it negotiate a contract with the applicant so identified.
2. **Project Cost in Excess of \$896,000.** For a project whose basic construction cost is estimated by the District to exceed \$896,000, the District will use the following procedures for identifying the most qualified PCD:
- a. The District will encourage individuals or firms who desire to provide professional services to the District as its PCD for the project to submit a statement of qualifications. At least fifteen (15) days prior to the deadline to respond, the District will publish notice in a newspaper of general circulation in the District that it is seeking a PCD for a design-build project. The notice shall include the following:
    - i. A general description of the project;
    - ii. How interested firms can apply for consideration by the District; and
    - iii. The date by which individuals or firms must submit their statements of qualifications; and
    - iv. A statement that any individual or firm applying for consideration by the District must obtain a copy of the District's Design-Build Contract Policy from the Superintendent.
  - b. To apply to be the District's PCD, applicants must submit a current statement of qualifications to the District. The statement of qualifications must include evidence that the applicant is licensed or certified to practice architecture or engineering pursuant to the NEARA. Applicants must update any information

provided to the District to reflect any changed conditions of the applicant.

- c. Applicants shall first be certified by the Superintendent as qualified to act as a PCD for the District. In order to certify an applicant, the Superintendent shall make a finding that a PCD is fully qualified to render the required service. Factors to be considered in making this finding shall include capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; equipment and facilities; promptness; the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it in accordance with its terms.
  - d. The Board will evaluate each qualified applicant's statement of qualifications and any other relevant the District has received. The Board will conduct discussions with, and may require public presentations by, at least three applicants regarding their qualifications, approach to the project, and ability to furnish the required service.
  - e. The Board will select, in order of preference, at least three applicants deemed to be most highly qualified to perform the required services after considering the factors identified above.
- B. Negotiating a Contract with the PCD.** The Board shall negotiate a contract with the most qualified applicant (identified via the procedures above) for professional services at compensation that the Board determines is fair and reasonable. In making such determination, the Board shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For all lump-sum or cost-plus-a-fixed-fee professional service contracts, the Board shall require the applicant receiving the award to execute a certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Board determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All

such contract adjustments shall be made within one year following the end of the contract.

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

**C. Effect of Unsuccessful Negotiations**

1. If the Board is unable to negotiate a satisfactory contract with the applicant to be the most qualified at a price the Board determines to be fair and reasonable, negotiations with that applicant shall be formally terminated. The Board shall then undertake negotiations with the second most qualified applicant. If the Board fails to reach an agreement with the second most qualified firm, the Board shall terminate negotiations with such applicant. The Board shall then undertake negotiations with the third most qualified applicant.
2. If the Board is unable to negotiate a satisfactory contract with any of the selected applicants, the Board shall either select additional applicants in order of their competence and qualification and continue negotiations in accordance with this policy until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.

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

- E. **Open Meetings Act.** The public shall not be excluded from the meetings or proceedings under this section in accordance with the Open Meetings Act.
- F. The PCD is ineligible to be included as a provider of any services in a Proposal for the project on which it has acted as PCD.
- G. The PCD is prohibited from being employed by or having any financial or other interest in a Design-Builder that will submit a proposal.

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

- A. **Letters of Interest.** The District shall prepare a request for Letters of Interest, which request shall:
  - 1. Describe the project in sufficient detail to permit a Design-Builder to submit a letter of interest.
  - 2. Be published in a newspaper of general circulation within the District at least thirty (30) days prior to the deadline for receiving letters of interest; and
  - 3. Be sent by first-class mail to any Design-Builder upon request.
- B. Letters of interest shall be reviewed by the District in consultation with the PCD. The District and the PCD will evaluate prospective Design-Builders based on the information submitted to the District in response to the request for letters of interest.
- C. The District shall select at least three prospective Design-Builders, except that if only two Design-Builders have submitted letters of interest, the District shall select at least two prospective Design-Builders. Such selected Design-Builders shall be considered prequalified and eligible to receive and respond to the RFP.
- D. The District and PCD shall use the following standards when selecting which prospective Design-Builders to prequalify: capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; equipment and facilities; promptness; the quality of work previously done; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the Design-Builder could perform it in accordance with its terms.

- V. **Preparing Requests for Proposals (RFP).** The District, with the assistance of the PCD, will prepare the RFP, which shall contain:

- A. The identity of the District for which the project will be built and the District that will execute the design-build contract;
- B. A copy of this Design-Build Contract Policy and all other policies related to the D-B Contract;
- C. The proposed terms and conditions of the D-B Contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the Design-Builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
- D. A project statement which contains information about the scope and nature of the project;
- E. Project Performance Criteria;
- F. Budget parameters for the project;
- G. Any bonds and insurance required by law or as may be additionally required by the District;
- H. The criteria for evaluation of Proposals and the relative weight of each criterion;
- I. A requirement that the Design-Builder provide a written statement of the Design-Builder's proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;
- J. A requirement that the Design-Builder agree to the following conditions:
  - 1. An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
  - 2. At the time of the design-build offering, the Design-Builder will furnish to the Board a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;
  - 3. The architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and

may not be removed by the Design-Builder prior to the completion of the project without the written consent of the Board;

4. A Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will (a) comply with the NEARA by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and
5. The rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the NEARA and rules and regulations adopted under the NEARA; and

K. Other information which the District chooses to require.

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

- A. Published in a newspaper of general circulation within the District;
- B. Filed with the Department; and
- C. Sent directly to the prequalified Design-Builders only.

VII. **Preparing and Submitting Proposals**

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

VIII. **Evaluating Proposals**

- A. The District may only proceed to negotiate and enter into a D-B Contract if there are at least two proposals from prequalified Design-Builders.e
- B. The Board shall designate members of a selection committee, which shall include at least five persons. Members of the selection committee must include:
  1. One or more members of the Board;

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

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

- C. The District shall refer the Proposals for recommendation to the selection committee.
- D. The selection committee and the District shall evaluate Proposals taking into consideration the criteria enumerated in subsections (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:
  1. The financial resources of the design-builder to complete the project **(up to ten percent)**;
  2. The ability of the proposed personnel of the design-builder to perform **(up to thirty percent)**;
  3. The character, integrity, reputation, judgment, experience, and efficiency of the design-builder **(up to thirty percent)**;
  4. The quality of performance on previous projects **(up to thirty percent)**;
  5. The ability of the design-builder to perform within the time specified **(up to thirty percent)**;
  6. The previous and existing compliance of the design-builder with laws relating to the contract **(up to ten percent)**; and
  7. Such other information as may be secured having a bearing on the selection **(up to twenty percent)**.
- E. The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of NEB. REV. STAT. § 84-712.01.

- F. The District shall then evaluate and rank each Proposal on the basis of best meeting the criteria in the RFP and taking into consideration the recommendation of the selection committee.

**IX. Negotiating a Design-Build Contract**

- A. The District may attempt to negotiate a D-B Contract with the highest ranked Design-Builder selected by the District and may enter into a Design-Build contract after negotiations.
- B. The negotiations shall include a final determination of the manner by which the Design-Builder selects a subcontractor
- C. If the District is unable to negotiate a satisfactory D-B Contract with the highest ranked Design-Builder, the District may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the second highest ranked Design-Builder and may enter into a D-B Contract after negotiations.
- D. If the District is unable to negotiate a satisfactory contract with the second highest ranked Design-Builder, the District may undertake negotiations with the third highest ranked Design-Builder, if any, and may enter into a D-B Contract after negotiations.
- E. If the District is unable to negotiate a satisfactory contract with any of the ranked Design-Builders, the District may either revise the RFP and solicit new proposals or cancel the Design-Build process under the Act.
- F. If the District is able to negotiate a satisfactory D-B Contract with a Design-Builder, the District shall file a copy of all D-B Contract documents with the Department within thirty (30) days after their full execution. Within thirty (30) days after completion of the project, the Design-Builder shall file a copy of all contract modifications and change orders with the Department.

**X. Formal Protests Relating to the Solicitation or Execution of D-B Contracts**

- A. **Definitions.** For this section on "Formal Protests Related to the Solicitation of Execution of D-B Contracts" the following definitions apply:
  - 1. **Interested party** shall mean an actual or prospective Design-Builder whose direct economic interest would be affected by the award of a contract by the District to another party or by the failure of the District to award a contract to such actual or prospective Design-Builder.

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

B. **Right to Protest.** An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after the event giving rise to the protest. Protests based on alleged apparent improprieties in a solicitation or other request for Proposals must be filed before Proposal opening or the deadline for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the Design-Builder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

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

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

C. **Authority to Resolve Protests.** Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the

written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester and all other Design-Builders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.

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

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

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

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

Adopted on: 2-13-2023

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

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

## **3047 Data Breach Response**

### **I. Preparation**

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

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

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

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

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

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

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

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

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

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

**B. Notification of Affected Individuals**

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

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

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

Adopted on: 2-13-2023

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

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

## **3057 Title IX Policy**

As required by Title IX of the Education Amendments of 1972, it is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities, or in regards to admission or employment. Any person may report sex discrimination, including sexual harassment. This report may be made by any means to the district's Title IX Coordinator, who can be contacted at [765 Main Street, Springfield, NE 68059; [jacci.lucas@spcsne.org](mailto:jacci.lucas@spcsne.org); 402-592-1300]. Any other inquiries regarding the application of this policy should be referred to the Title IX Coordinator.

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

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

to the district's education program or activity; (3) An individual experiences a sexual assault, dating violence, domestic violence, or stalking as further defined below. Any report of conduct not meeting these definitions will not require the grievance procedure described in this policy.

- **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:
  - **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.
    - **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
    - **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
    - **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
    - **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

- **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.
  - **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
  - **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent
- **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—
  - who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - The length of the relationship.
    - The type of relationship.
    - The frequency of interaction between the persons involved in the relationship.
- **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
- **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—
  - fear for his or her safety or the safety of others; or
  - suffer substantial emotional distress.

- **Supportive measures** are non-disciplinary, non-punitive individualized services offered without fee that do not unreasonably burden the parties. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

**Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the district's Title IX Coordinator. district personnel will not retaliate against any individual based on any report of suspected sexual harassment. Any district employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

## **Response to Sexual Harassment**

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

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

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

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

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

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

### **Grievance Procedure**

**Time Frames.** The district will resolve grievances in a time frame that is reasonably prompt. Good cause for delay may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

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

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

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

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

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

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

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

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

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

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

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

All parties will have an equal opportunity to inspect and review evidence obtained as part of the investigation if that evidence is directly related to the allegations raised in a formal complaint. The parties will have no less than

10 calendar days to review the evidence and submit a response. The investigative report will fairly summarize the relevant evidence and the investigator will send the finalized report to all parties and their advisors.

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

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

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

and respondent to appeal.

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

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

**Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools no later than 5:00 pm on the fifth calendar day after the written determination is issued. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal.

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

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

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

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

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

- the allegations;
- the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;
- that at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
- any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

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

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

The district will also create records documenting any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal

access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken. The district will maintain these records for a period of seven years.

**Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

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

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

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

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

**Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

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

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

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

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

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

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

**A. Personal Social Media Use**

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

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

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

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

## **C. Unacceptable Use**

1. Staff shall never access obscene or pornographic material while at school, on school-owned device or on school-affiliated social media accounts.
2. Staff shall not engage in any illegal activities, including the downloading and reproduction of copyrighted materials.
3. Staff shall not access social media networking sites such as Facebook, X, Instagram, Snapchat, and TikTok on school-owned devices or during school time unless permitted by district policy or preapproved by the staff member's immediate supervisor. This prohibition extends to using chat rooms, message boards, or instant messaging in

social media applications and includes posting on social networking sites using personal electronic devices.

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

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

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

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

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

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

In the event the superintendent permits content created by anyone other than the administrator of the account to appear on the account's pages, such as comments made by students, parents, and patrons, the account administrator must monitor the content to ensure it complies with this policy. Posts, comments, or any other content made on the account's pages or tags or links to official school accounts on another account may be removed when the content meets any of the following conditions:

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

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

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

Adopted on: 4-24-2023

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

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

## **4057 Superintendent Evaluation**

The board shall observe and evaluate the superintendent based upon actual classroom observations for an entire instructional period at least twice during his first year of employment and at least once each year thereafter. Additional evaluations may be conducted at the discretion of the board. For the purposes of this policy, "actual classroom observation" shall mean observing the superintendent performing activities that are typical of his or her position. An "entire instructional period" for administrators cannot be defined in terms of an instructional period and shall be satisfied by the actual observation of some aspect of the superintendent's work during the semester for no less than 40 minutes.

**Purpose.** The purposes of the formal job evaluation are:

1. To provide a means of rational, structured communication between the board and superintendent to create a more constructive and effective working relationship.
2. To provide a basis for commending, rewarding, and reinforcing good work, as well as identifying areas where the superintendent needs to improve.
3. To clarify the superintendent's role and inform the superintendent of the board's expectations.

**Dates.** The following are steps recommended as an evaluation for the Superintendent of Schools.

1. Review of Superintendent's performance by individual board members (October).
2. Completion of Superintendent's Appraisal form by individual members (October 20). Completion of self evaluation using Superintendent's Appraisal form by Superintendent (October 20)
3. Individual member consultation with Superintendent. (Optional - November)
4. Compilation of ratings by Board President (by November Board Meeting).
5. Meeting with Board members to review compiled ratings, identify strengths, areas for improvement, and superintendent's goals for current year (December Board Meeting).
6. Meeting with the Superintendent to review ratings, strengths, and areas for improvement (December Board Meeting).
7. Determination of salary and/or contract terms (December Board Meeting).
8. Superintendent response to evaluation and revisions of goals for ensuing year (January).

**Evaluation Document.** The superintendent shall submit a recommended evaluation document to the board. The board shall meet and discuss the proposed document with the superintendent. The board may amend and adopt the proposed evaluation document. The board may amend the document or adopt a new document without amending this policy. The superintendent shall submit the evaluation document to the Nebraska Department of Education.

**Evaluation Procedures.** Each board member shall have the opportunity to complete a draft evaluation document. The board president shall compile the individual draft evaluations into a single and final evaluation, provide a copy to the superintendent, and discuss it with him or her. If the superintendent's evaluation is conducted at a board meeting, the superintendent's evaluation may be conducted in closed session if it is necessary to prevent needless injury to the superintendent's reputation and if he or she has not requested it be done in open session.

**Deficiencies.** If deficiencies are noted in the superintendent's work performance, the board shall provide the superintendent at the time of the observation with a list of deficiencies and a list of suggestions for improvement and assistance in overcoming the deficiencies. The board shall also provide the superintendent with follow-up evaluations and assistance when deficiencies remain, a timeline for improvement, and sufficient time to improve. In the alternative, the board may rely upon the superintendent's education, training, and expertise and require him or her to submit a "list of suggestions for improvement" or plan of improvement for the board's consideration.

**Personnel File.** The evaluation shall be signed by the board president (or other member of the board) and the superintendent. The superintendent shall place a copy of the evaluation in his or her personnel file. The superintendent may provide a written response to the evaluation to the board. A copy of the response shall also be placed in the superintendent's personnel file. The board may meet with the superintendent to discuss the written response.

**Policy Limitation.** The evaluation procedures are included in this policy as a result of the board's statutory obligation to evaluate the superintendent and do not give the superintendent any rights not provided by statute. The board's failure to comply with any procedures provided in this policy but not required by law shall not prohibit the board from taking any action regarding the superintendent's employment, up to and including the nonrenewal, amendment, or cancellation of the employment contract.

Adopted on: 4-24-2023

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

Reviewed on: 4-28-2025

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

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

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

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

Adopted on: 6-12-2023

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

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

## **5001 Compulsory Attendance and Excessive Absenteeism**

### **Required Attendance**

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

### **Mandatory Attendance Age**

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

### **Exceptions**

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

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

### **Discontinuing Enrollment – 5 Year Old Students**

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

## **Discontinuing Enrollment – 16 and 17 Year Old Students**

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

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

## **Attendance Officer**

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

## **Excused Absences**

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

1. Physical or mental illness of the student (a physician's verification is required after four (4) consecutive days of absence for illness)
2. Severe weather
3. Medical appointments for the student

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

### **Excessive Absenteeism**

When a student receives 7 absences or the hourly equivalent in any semester, the Attendance Officer or designee will send written notification of the student's total absences to the student's parent or guardian. When a student receives 15 absences or the hourly equivalent in any school year, the Attendance Officer or designee will send written notification of the student's total absences to the student's parent or guardian and shall schedule a meeting with relevant stakeholders to discuss and address any barriers to the student's attendance, unless the Attendance Officer or designee determines that such a meeting would not be productive in facilitating the student's regular attendance.

When a student is absent more than 20 days per year or the hourly equivalent and any portion of the absences is unexcused, the Attendance Officer may file a report with the county attorney of the county in which the student resides. For example, if the student accumulates 23 days of excused absences due to documented illness and is tardy one time, the Attendance Officer may file a report with the appropriate county attorney.

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

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

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

**5015**  
**Protection of Pupil Rights**

The Board of Education respects the rights of parents and their children, and has adopted this policy in consultation with parents to comply with the federal Protection of Pupil Rights Amendment (PPRA).

**1. Surveys**

- a. Surveys Created by a Third Party
  - i. This section applies to every survey:
    - (1) that is created by a person or entity other than a district staff member or student;
    - (2) regardless of whether the student answering the questions can be identified; and
    - (3) regardless of the subject matter of the questions
  - ii. Parents have the right to inspect any survey created by a third party before that survey is distributed to their student.
- b. Surveys Requesting Particular Sensitive Information
  - i. Sensitive information shall include:
    - (1) Political affiliations or beliefs of the student or the student's parent(s);
    - (2) Mental or psychological problems of the student or the student's family;
    - (3) Sexual behavior or attitudes;
    - (4) Illegal, anti-social, self-incriminating, or demeaning behavior;
    - (5) Critical appraisals of other individuals with whom respondents have close family relationships;
    - (6) Legally recognized privileged or analogous relationships, such as those of lawyers; physicians, and ministers;
    - (7) Religious practices, affiliations, or beliefs of the student or student's parent(s); or
    - (8) Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program), without prior written consent of the parent or eligible student.
  - ii. No student shall be required to submit to a survey, analysis, or evaluation that requests sensitive information.

- iii. If a survey requesting sensitive information is funded, in whole or in part, by a program administered by the U.S. Department of Education, the school district must obtain the written consent of a student's parent(s) before the student participates in the survey.
- iv. School officials and staff members shall not request, nor disclose, the identity of any student who completes any survey (created by any person or entity, including the district) containing any sensitive information.
- v. Parents have the right to inspect any survey which requests sensitive information before that survey is distributed to their student.
- c. **Survey Inspection Requests**
  - i. School officials shall inform parents of their right to inspect surveys requesting sensitive information before the surveys are distributed to any student.
  - ii. All survey inspection requests must be in writing to the building principal and delivered to the building principal prior to the date on which the survey is scheduled to be administered to the students.
  - iii. The principal shall respond to survey inspection requests without delay.
- d. The district will also comply with any survey requirements found in the district's policy on Parent Involvement in Education Practices.

**2. Invasive Physical Examinations**

- a. The term "invasive physical examination" means:
  - i. any medical examination that involves the exposure of private body parts; or
  - ii. any act during such examination that includes incision, insertion, or injection into the body; and
  - iii. does not include a hearing, vision, or scoliosis screening.
- b. Parents may refuse to allow their student to participate in any non-emergency, invasive physical examination or screening that is:
  - i. required as a condition of attendance;
  - ii. administered by the school and scheduled by the school in advance; and
  - iii. not necessary to protect the immediate health and safety of the student, or of other students.

- c. This policy does not apply to any physical examination or screening that:
  - i. is permitted or required by an applicable state law, including physical examinations or screenings that are permitted without parental notification;
  - ii. is administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. §1400 *et seq.*)
  - iii. is otherwise authorized by Board policy.

**3. Collection of Personal Information from Students for Marketing**

- a. The term “personal information” means individually identifiable information including:
  - i. student’s and parent(s)’ first and last name;
  - ii. home or other physical address;
  - iii. telephone number; and/or
  - iv. social security number.
- b. No school official or staff member shall administer or distribute to students a survey or other instrument for the purpose of collecting personal information for marketing or for selling that information.
- c. This policy does not apply to the collection, disclosure or use of personal information for the exclusive purpose of providing educational services to students, such as the following:
  - i. post-secondary education recruitment;
  - ii. military recruitment;
  - iii. tests and assessments to provide cognitive, evaluative, diagnostic or achievement information about students; and/or
  - iv. student recognition programs.

**4. Inspection of Instructional Material**

- a. Definition
  - i. The term “instructional materials” means instructional content that is provided to a student regardless of its format, printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet).
  - ii. The term does not include academic tests or academic assessments.

- b. Parents may inspect, upon their request, any instructional material used as part of their child’s education curriculum.
- c. Curriculum inspection requests must be made to the building principal in writing.
- d. Building principals shall respond to inspection requests within a reasonable amount of time.

**5. Notification of Rights and Procedures**

- a. The superintendent shall notify parents of:
  - i. this policy and its availability upon request from the office of the district;
  - ii. how to opt their child out of participation in activities as provided for in this policy;
  - iii. the approximate dates during the school year when a survey requesting personal information is scheduled or expected to be scheduled; and
  - iv. how to request access to any survey or other material described in this policy.
- b. This notification shall be given to parents as least annually, at the beginning of the school year and within a reasonable period after any substantive change in this policy.

Adopted on: 7-10-2023

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

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

## **5016 Student Records**

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

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

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

Students or their parents, guardians, teachers, counselors, or school administrators shall have access to the school's files or records maintained concerning themselves or their students. For purposes of this policy, "teachers" include paraeducators and volunteers who are providing educational services to a student on behalf of the School District. A school official may access, maintain, and use education records containing personally identifiable information (PII) when he or she has a legitimate educational interest in such. "School official" includes any agent, volunteer, or contractor performing an institutional service or function for which the school would otherwise use its own employees and who is under the school district's direct control with respect to their access to, maintenance of, and

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

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

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

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

Each year, the school district will notify parents and guardians of their rights

under this policy and the Family Educational Rights and Privacy Act.

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

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

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

**5018**  
**Parent Involvement in Education Practices**

For purposes of this policy, “parent” includes a parent, guardian, or educational decisionmaker (a person designated or ordered by a court to make educational decisions on behalf of a student).

The school district recognizes the importance of parental involvement in the education of their children. To the extent practicable, the school district will make a reasonable effort to make any learning materials, including original materials, available for inspection by a parent upon request.

The school district will take the following steps to ensure that the rights of parents to participate in the education of their children are preserved.

1. Parents will be provided access to textbooks, tests, activities information; digital materials; websites or applications used for learning; training materials for teachers, administrators, and staff; procedures for the review and approval of training materials, learning materials, and activities; and other curriculum materials (“curricular materials”) as follows:
  - a. A parental request to review specific curricular materials (written, visual, or audio) should be made to the principal of the building where the curricular materials are used.
  - b. The building principal will assess the request and determine the allowable volume and time frame of the review to prevent disruption to the efficient operations of the district.
  - c. The purpose of this provision is to allow reasonable access to the extent practicable. Individuals who make requests (a) for the purpose of adding staff burden; (b) at an unreasonable frequency or volume; or (c) for purposes inconsistent with the efficient operations of the district may be denied access to materials.
  - d. A parental request to review specific standardized and criterion-referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In

the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.

2. Parents will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.
  - a. Parents are invited to make appointments with the building principal to visit classes, assemblies, and other instructional activities. The principal shall give permission after determining that parental observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, in the sole discretion of the building principal.
  - b. Parents may contact the building principal to request permission to attend counseling sessions in which their child is involved.
3. Parents may request that their children be excused from testing (except as provided below), classroom instruction, learning materials, activities, guest speaker events, and other school experiences ("school events") that parents find objectionable.
  - a. Parents must submit this request in writing to the building principal for consideration.
  - b. Building principals may excuse a student from any school events at the parent's written request if, in the principal's professional judgment, excusal from the activity would not result in diminution of the student's educational experience.
  - c. When the building principal determines it appropriate, alternative experiences may be provided for the student by the school.
4. Parents will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.
5. Parents will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.

6. Parents will be informed of the circumstances under which they may opt-out of state and federal assessments.

a. In accordance with federal law, at the beginning of the school year, the District shall provide notice of the right to request a copy of this policy to parents of students attending schools receiving Title I funds. The District will provide a copy of this policy to a requesting parent in a timely manner.

b. State Assessments

State and federal law simultaneously require students to take state assessments, with few exceptions, but also permit parents to request to opt their students out of these assessments. Approval of opt out requests is contrary to the mandatory testing laws, so the District cannot “approve” the request. Parents who do not present their child for testing will result in the child receiving the lowest score possible on the assessment.

c. National Assessment of Educational Progress

As a condition of receiving federal funds, the District participates in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of students taking the NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. However, student participation in NAEP is voluntary.

The District shall provide parents of eligible students with reasonable notice prior to the exam being administered. Parents wishing to opt their students out of the NAEP assessment must notify the district in writing at least seven days prior to the exam date to ensure that the District can coordinate supervision and alternative activities for students who have opted out.

7. Parents will be notified of their right to remove their children from surveys prior to district participation in surveys.

- a. The principal must approve all surveys intended to gather information from students before they are administered to students.
- b. Students' participation in surveys is voluntary. Parents may restrict their child from participating in any survey.
- c. If the school administers (1) a survey requesting that students provide sexual information, mental health information, medical information, information on health-risk behaviors, religious information, information of political affiliation, or any other information that the school board deems to be sensitive in nature or (2) a non-anonymous survey requesting students provide information relating to drug, vape, alcohol, or tobacco use, the school district shall, at least fifteen days prior to the administration of the survey, notify parents, guardians, and educational decisionmakers of students that are to receive such survey. The notice will be made through the school's electronic notification system or by physical mail to the address on file for the student. The notice will describe the nature and types of questions included in the survey, the purposes and age-appropriateness of the survey, how information collected by the survey will be used, who will have access to such information, the steps that will be taken to protect student privacy, and whether and how any findings or results of such survey will be disclosed.
- d. Parents have the right to: (1) request that a copy of the survey be sent through the school's electronic notification system or physical mail to the address on file for the student, (2) review the survey in person at the school, and (3) exempt their child from participating in the survey.
- e. Unless required by federal or state law or regulation, school personnel administering any survey shall not disclose personally identifiable information of a child.
- f. No survey requesting sexual information of a student shall be administered to any student in kindergarten through grade six.
- g. The district will also comply with any survey requirements found in the district's policy on Protection of Pupil Rights.

8. The district will make this policy accessible by a prominently displayed link on its public website. Any amended policy will be made accessible within a reasonable time of its amendment.

Adopted on: 7-10-2023

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

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

## **5031 Student Appearance**

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

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

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

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

**Cultural and Religious Attire.** Students are allowed to wear religious attire, adornments, and other attire associated with race, national origin or religion, or tribal regalia. Additionally, students are permitted to wear natural and protective hairstyles including but are not limited to braids, locks, twists, tight coils or curls, cornrows, Bantu knots, afros, weaves, wigs, or head wraps.

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

**Health and Safety Considerations.** Students may be required to wear protective clothing or equipment or otherwise modify their attire or secure their hair to ensure the safety of themselves and others. In such cases, a good faith effort to reasonably accommodate students will be made to ensure safety without compromising religious beliefs,

grooming practices, or requiring students to permanently alter their appearance. The least restrictive means appropriate to address the identified health or safety concern shall be used.

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

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

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

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

Adopted on: 7-10-2023

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

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

## **6025**

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

Students are prohibited from using cellular phones or other personal electronic devices while at school, except as provided in this policy or as deemed appropriate by a student's education team.

Students are permitted to use cell phones and other electronic devices on school sidewalks and in common areas before and after school provided they do not cause distractions or disruptions and adhere to all other policies and handbook rules. Specific procedures for cell phone use in each SPCS building will be detailed in their building operation guide

By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when the staff determines that such a search is reasonable or necessary.

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. During school hours student cell phones or electronic devices must remain in lockers, backpacks, or be locked in a personal vehicle. Teachers may establish classroom procedures to store student devices while in their classroom. Students may use cell phones or other technology in classrooms only with express permission of the classroom teacher and/or school personnel.

Students are strictly prohibited from sending, sharing, viewing, or possessing pictures, text messages, emails or other material of a sexual nature 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 articulated by the student handbook.

Students may not use cell phones or electronic communication devices while riding in school vehicles, including listening to music, unless they have permission from the adult responsible for their supervision.

Students shall be personally and solely responsible for the security of their cell phones and other personal electronic devices. The district is not responsible for theft, loss or damage of any personal electronic communication devices or any calls made on devices.

Students who violate this policy or other school rules will 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 discussing the rule violation with the student and parent or guardian. Students who violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.

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

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

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

## **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 a request for a hearing on the proposed extension of the exclusion within one school day of receiving the notice of the proposed extension.

**Failure to Request a Hearing.** If the parent(s) or guardian(s) do not request a hearing within one school day 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.

**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 ten school days after the initial date of exclusion; 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. 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: 7-10-2023

Revised on: 7-15-2024

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

## **6034 Concussion Awareness**

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 a training course approved by the Chief Medical Officer 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.
- 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:
  - 1 The signs and symptoms of a concussion;
  - 2 The risks posed by sustaining a concussion; and
  - 3 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.

Students who have sustained a concussion and returned to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered. The school's "return to learn protocol" shall follow the model provided by the Nebraska Department of Education. Nothing in this policy or the referenced protocol shall entitle a student who has sustained a concussion to an individualized plan under Section 504 of the Rehabilitation Act, although staff will refer students who have sustained a concussion for evaluation under Section 504 as appropriate.

Adopted on: 7-10-2023

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

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

## 6044

### Participation and Assignment of Athletic Teams

**Designation of Athletic Team or Sport.** The terms male, female, and coed are defined as provided by state law. All athletic and sports teams of the district are hereby designated as male, female, or coed as follows:

| <b>Sport/Team</b> | <b>Designation</b>    |
|-------------------|-----------------------|
| Football          | Male                  |
| Unified Football  | Coed                  |
| Volleyball        | Female                |
| Cross Country     | Male and Female Teams |
| Golf              | Male and Female Teams |
| Basketball        | Male and Female Teams |
| Wrestling         | Male and Female Teams |
| Track & Field     | Male and Female Teams |
| Unified Track     | Coed                  |
| Baseball          | Male                  |
| Softball          | Female                |
| Tennis            | Male and Female Teams |
| Swim and Dive     | Male and Female Teams |
| Soccer            | Male and Female Teams |
| Cheer             | Coed                  |
| Dance             | Coed                  |

**Participation on Assigned Teams.** Males shall not participate on teams designated for females. Females may only participate on male teams when there is no female team offered or available for such sport. Males and females may participate on coed teams and in coed events as long as their participation is consistent with the eligibility and other rules of that team or event.

**Determination of Student Sex.** To determine eligibility, a student and the student's parent or guardian shall provide the district with confirmation of the student's sex on a document signed by a doctor or signed under authority of a doctor.

**Conduct of Visitors and the Public.** Visitors and members of the public attending district interscholastic team activities are expected to comply with all district policies and practices, including sportsmanship rules.

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

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

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

## 6045

### Behavioral Intervention

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

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

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

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

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

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

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

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

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

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



# Springfield Platteview Community Schools - Safety iResponse

Quote created: June 16, 2025 Reference: 20250616-110956750

## Springfield Platteview Community Schools

14801 S 108th St  
SPRINGFIELD, NE 68059  
United States

### Comments

Thank you for evaluating CrisisGo for your crisis preparation and response platform. Please review this information and contact me with any questions you have. We look forward to working with you.

/Contract Start Date: 07/01/2025

Contract Term: 3 years

Bill annually (multiple invoices)

Pay full term (one invoice)

David Spicuzza - CrisisGo Inc.



# Products & Services

---

## **Safety iResponse (3-year contract)**

1,200 x \$2.00 / year  
for 3 years

Per user/student (min. 500) per year.

Safety iResponse provides staff members with easy-to-use safety tools that assist them in confidently completing their tasks. Our platform empowers your staff members to recognize, prepare, address, and review incidents at all levels and to gain knowledge and experience along their designated pathways. It can be accessed on our app and through any web browser.

From daily emergency to critical crisis, deliver critical alerts and messages to staff, students, parents and visitors via mobile/desktop app and email in the fastest and flexible way. Built for high throughput emergency communication, capacity, reliability and security is highly guaranteed.

### SAFETY PLAN:

- Digitalize Organization's Safety Plan into Actionable Role Based Checklists - available on-line and off-line.
- Digital Maps, Documents and Emergency Contacts - available on-line and off-line.
- Drill Management. (drill planning, schedule, pre and post drill report/dashboard)

### EMERGENCY COMMUNICATION and SITUATION AWARENESS

CrisisGo iControl (Powerful and easy-to-use, this web-based version of the CrisisGo application brings together your community with one virtual safety command center and dashboard, which can be accessed on any type of device.

- Instant Alert for Variety of Threats (One Place to Warn).
- Customizable "Amber" Alert Types, Sounds, Icons.
- Personal Panic Notification to Designated Personnel with Optional Tracking.
- Immediate Notification to all Necessary Staff
- One-way and Two-way Communication Including Multimedia Options.
- Multiple Groups for Team Incident Management.
- Escalation of Alerts, Panics, and Reports to UpperLevel Managers and/or First Responders
- Emergency Mass Notification - email/app . (Voice and SMS provided as option)
- Cabinet Reports
- Staff, visitors, parents receiving Alert, checklist, map, checkin, report, with no login, nor app required.
- Smart EOC - Emergency Operation Center | Crisis Progress Tracking | Emergency Response Coordination | First Responders escalation/broadcast| Real-Time Evacuation Guidance | Safety Resource Access.

### NON-EMERGENCY COMMUNICATION

Announcement: Staff notification for non emergency matters, allow users to filter

---

staff from user list, and then send notification by app, email or SMS (option).

#### ACCOUNT FOR PEOPLE

- Personnel Check-In - account for people during/after incident. (Roster is with SIS integration).
- Safety CheckIn - Customizable/Flexible Scheduled Online Survey (Students, Parents, Citizens, Residents...) | Multiple Channels Delivery (SMS (if purchased), Email, App)

#### ESCALATION

- During the response process of critical situation, escalate staff and students situation awareness with first responders and law enforcement to facilitate collaboration and rescue.

#### INTEGRATION

- AlertGateway Email - Activate CrisisGo Alerts and Notifications via Inbound Email (like IT alerting)

#### TRAINING, SUPPORT AND PLATFORM

- Rollout Supporter to help safety leaders to distribute login credentials, training resource, guidance to facilitate rollout process of CrisisGo safety tool.
  - Embedded CrisisGo academy training center
  - Geo-Redundant Platform, AWS Scalability and Redundancy
  - FirstNet Verified. Available on Multiple Devices (IOS, Android, Windows, Mac, Chromebook) and Web browsers.
  - 24/7/365 Support
-

---

**Safety Reunification Manager (3-Year Agreement) (Per Student per year pricing, minimum 500)**

1,200 x \$1.20 /year  
for 3 years

CrisisGo Safety Reunification Manager (SRM) is a standalone service, working in conjunction with customer existing emergency notification system (s) like paging system or mass notification systems.

CrisisGo SRM main benefits:

- provides capabilities to school to get real time update of student and teacher safety status;
- facilitate the process to reunify students with parents;
- provide transparent situational awareness to first responders to rescue students and teachers in dangers;
- connect safety team, teachers, first responders, parents with managed 2 way emergency communication.

CrisisGo SRM main features:

- Real time student and staff safety status management (Roster event, checkIn)
- Digital reunification management - Fully aligned with I Love You Guys Foundation Standard Reunification Methodology
- Community connection for transparent situational awareness of student and staff safety status to first responders
- Two-way emergency communication channel to connect every stakeholder
- Ability to auto synchronization with all major SIS systems (license required)
- Ability to auto synchronization with LDAP to manage staff information (license required)
- Ability to Single Sign On (license required)
- Web based safety client and safety command center without mandatory app downloading for parents
- Mobile and desktop apps available

---

**CrisisGo Direct911**

5 x \$295.00 /year  
for 3 years

Per site per year.

Provides accurate details along with 911 call. When a CrisisGo Alert is escalated to 911, CrisisGo Direct911 will transmit location information to the 911 Call taker, anywhere in the US, without the need to use CrisisGo technology at the PSAP. Every PSAP supporting E911 will get CrisisGo Direct911 location information.

---

**CrisisGo Direct911 Set-Up Fee**

5 x \$300.00

Price per building.

One-time set-up fee for CrisisGo Direct911 accurate location service for every PSAP supporting E911.

---

|  |                                    |
|--|------------------------------------|
| <b>CrisisGo map location services setup</b>  | 5 x \$150.00                       |
| <p>Per site. One-time cost.<br/> CrisisGo geomapping/converting and uploading Customer provided floor plan in PDF.</p>   |                                    |
| <b>Safety Asset and Map Management</b>   | 5 x \$195.00 / year<br>for 3 years |
| <p>Per site per year.<br/> Special price until June 30, 2025. Pricing thereafter will be \$295/per site per year<br/> Deployment and Management of Safety Resources, Intelligent Maps, Beacons, AED, CPR, Door Lock, Cameras, ...</p>  |                                    |
| <b>Activation/Account Set-Up/Implementation (per student)</b>  | 1,200 x \$0.50                     |
| <p>Includes activation of license(s), account set-up and implementation services.</p>  |                                    |
| <b>Syncing with LDAP, Active Directory, ADFS, SSO</b>  | 1 x \$395.00 / year                |
| <p>Per database per year</p>   |                                    |
| <b>Student Roster Sync - SIS Sync (others)</b>   | 1 x \$595.00 / year<br>for 3 years |
| <p>Per database per year</p>   |                                    |
| <b>CrisisGo Academy Services (&lt;2501 users/students)</b>   | 1 x \$495.00 / year<br>for 3 years |
| <p>Unlimited access during the term of the contract to CrisisGo Academy Learning Management Platform, In-App Learning Center, Training Toolkits to assist with initial and refresher learning.</p>   |                                    |
| <b>SMS/Text - US Domestic Services</b>   | 1 x \$350.00                       |
| <p>Emergency Mass Notification - Domestic-US SMS (First 20,000 messages included. Additional message billed at \$0.018 per message)<br/> - Allowing safety team to send CrisisGo Alerts via SMS<br/> - SMS backup notification for CrisisGo app users losing internet connection when an Alert is sent</p> |                                    |

|                         |             |
|-------------------------|-------------|
| Annual subtotal .....   | \$7,775.00  |
| One-time subtotal ..... | \$3,200.00  |
| Total .....             | \$10,975.00 |

**This quote expires on July 16, 2025**

## Purchase terms

Quote is valid for 30 days from quote date (see above).

All Fees corresponding to all one-time and first year of service must be paid in advance of the activation of CrisisGo Services listed in the Quote.

Taxes (if applicable) and Shipping (if any) are not included in the quote.

Please provide:

-Tax exemption ID or certificate:

-For the Invoice, please provide the following information:

**Name of Billing Contact:**

**Email:**

**Phone:**

**Billing Address:**

-If a Purchase Order will be used:

**PO#:**

**PO Date:**

Purchase Orders should be made out to CrisisGo. Click [here](#) for a copy of CrisisGo's W-9 form.

By signing I acknowledge that I have read and agree to the [CrisisGo Terms of Use](#).

## Questions? Contact me



**David Spicuzza**

david.spicuzza@crisisgo.com

+13148335767

**CrisisGo Inc.**

800 W El Camino Real Suite 180  
Mountain View CALIFORNIA 94040  
United States

## RESOLUTION

BE IT RESOLVED by Sarpy County School District 77-0046, a/k/a Springfield Platteview Community Schools, a public school district under the laws and statutes of the State of Nebraska, at this regular meeting of its Board of Education, (School District), that the Findings and Recommendation of the Selection Committee of the Board of Education with regard to the ranking and recommendation of the construction manager at risk for potential projects for additions, expansions and renovations to the existing high school and a new PK-6 elementary school, as presented at this meeting and attached hereto, should be and is hereby received, adopted and approved;

BE IT FURTHER RESOLVED that, based upon the Findings and Recommendation of the Selection Committee, the Board of Education of this School District should and does hereby rank the finalist firms submitting proposals in order of preference for the position of construction manager at risk for the Project as follows:

- 1st: Boyd Jones Construction
- 2nd: Sampson Construction
- 3rd: Hausmann Construction

BE IT FURTHER RESOLVED that the Board of Education of this School District should and hereby does authorize, direct, and delegate to the President of the Board of Education, Superintendent of Schools, or other designee, and project legal counsel to negotiate a contract with the highest ranked firm identified above for the Project according to Board of Education policy, on terms and conditions deemed in the best interest of the School District, and then, upon completion of such negotiation and all other terms, conditions, and requirements of law, policy, and practice or the invitation for proposals requisite to entering into a contract, present all appropriate contract documents for contract adoption and approval by the Board of Education.

**5015**  
**Protection of Pupil Rights**

The Board of Education respects the rights of parents and their children, and has adopted this policy in consultation with parents to comply with the federal Protection of Pupil Rights Amendment (PPRA).

**1. Surveys**

- a. Surveys Created by a Third Party
  - i. This section applies to every survey:
    - (1) that is created by a person or entity other than a district staff member or student;
    - (2) regardless of whether the student answering the questions can be identified; and
    - (3) regardless of the subject matter of the questions
  - ii. Parents have the right to inspect any survey created by a third party before that survey is distributed to their student.
- b. Surveys Requesting Particular Sensitive Information
  - i. Sensitive information shall include:
    - (1) Political affiliations or beliefs of the student or the student's parent(s);
    - (2) Mental or psychological problems of the student or the student's family;
    - (3) Sexual behavior or attitudes;
    - (4) Illegal, anti-social, self-incriminating, or demeaning behavior;
    - (5) Critical appraisals of other individuals with whom respondents have close family relationships;
    - (6) Legally recognized privileged or analogous relationships, such as those of lawyers; physicians, and ministers;
    - (7) Religious practices, affiliations, or beliefs of the student or student's parent(s); or
    - (8) Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program), without prior written consent of the parent or eligible student.
  - ii. No student shall be required to submit to a survey, analysis, or evaluation that requests sensitive information.

- iii. If a survey requesting sensitive information is funded, in whole or in part, by a program administered by the U.S. Department of Education, the school district must obtain the written consent of a student's parent(s) before the student participates in the survey.
- iv. School officials and staff members shall not request, nor disclose, the identity of any student who completes any survey (created by any person or entity, including the district) containing any sensitive information.
- v. Parents have the right to inspect any survey which requests sensitive information before that survey is distributed to their student.
- c. **Survey Inspection Requests**
  - i. School officials shall inform parents of their right to inspect surveys requesting sensitive information before the surveys are distributed to any student.
  - ii. All survey inspection requests must be in writing to the building principal and delivered to the building principal prior to the date on which the survey is scheduled to be administered to the students.
  - iii. The principal shall respond to survey inspection requests without delay.
- d. The district will also comply with any survey requirements found in the district's policy on Parent Involvement in Education Practices.

**2. Invasive Physical Examinations**

- a. The term "invasive physical examination" means:
  - i. any medical examination that involves the exposure of private body parts; or
  - ii. any act during such examination that includes incision, insertion, or injection into the body; and
  - iii. does not include a hearing, vision, or scoliosis screening.
- b. Parents may refuse to allow their student to participate in any non-emergency, invasive physical examination or screening that is:
  - i. required as a condition of attendance;
  - ii. administered by the school and scheduled by the school in advance; and
  - iii. not necessary to protect the immediate health and safety of the student, or of other students.

- c. This policy does not apply to any physical examination or screening that:
  - i. is permitted or required by an applicable state law, including physical examinations or screenings that are permitted without parental notification;
  - ii. is administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. §1400 *et seq.*)
  - iii. is otherwise authorized by Board policy.

### **3. Collection of Personal Information from Students for Marketing**

- a. The term “personal information” means individually identifiable information including:
  - i. student’s and parent(s)’ first and last name;
  - ii. home or other physical address;
  - iii. telephone number; and/or
  - iv. social security number.
- b. No school official or staff member shall administer or distribute to students a survey or other instrument for the purpose of collecting personal information for marketing or for selling that information.
- c. This policy does not apply to the collection, disclosure or use of personal information for the exclusive purpose of providing educational services to students, such as the following:
  - i. post-secondary education recruitment;
  - ii. military recruitment;
  - iii. tests and assessments to provide cognitive, evaluative, diagnostic or achievement information about students; and/or
  - iv. student recognition programs.

### **4. Inspection of Instructional Material**

- a. Definition
  - i. The term “instructional materials” means instructional content that is provided to a student regardless of its format, printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet).
  - ii. The term does not include academic tests or academic assessments.

- b. Parents may inspect, upon their request, any instructional material used as part of their child’s education curriculum.
- c. Curriculum inspection requests must be made to the building principal in writing.
- d. Building principals shall respond to inspection requests within a reasonable amount of time.

**5. Notification of Rights and Procedures**

- a. The superintendent shall notify parents of:
  - i. this policy and its availability upon request from the office of the district;
  - ii. how to opt their child out of participation in activities as provided for in this policy;
  - iii. the approximate dates during the school year when a survey requesting personal information is scheduled or expected to be scheduled; and
  - iv. how to request access to any survey or other material described in this policy.
- b. This notification shall be given to parents as least annually, at the beginning of the school year and within a reasonable period after any substantive change in this policy.

Adopted on: 7-10-2023

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

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



***Future Planning  
June 2025***

- |         |   |
|---------|---|
| 7/14/25 | TBD Committee Meeting 6:00 p.m.<br>Finance Committee Meeting 6:30 p.m.<br>Regular Board Meeting 7:00 p.m. |
| 7/28/25 | Policy Committee Meeting 6:30 p.m.<br>Work Session Meeting 7:00 p.m.                                      |
| 8/6/25  | New Teachers Report   |
| 8/7/25  | Certified Staff Report  |
| 8/11/25 | TBD Committee Meeting 6:00 p.m.<br>Finance Committee Meeting 6:30 p.m.<br>Regular Board Meeting 7:00 p.m. |
| 8/12/25 | Classified Staff Report   |
| 8/13/25 | First Day of School   |