

Regular Meeting
Monday, July 14, 2025 7:00 PM

Franklin Public Schools Media Center
1001 M St
Franklin, NE 68939

Agenda

1. Call the Meeting to Order
2. Pledge of Allegiance
3. Roll Call
4. Excuse Absent Board Members
5. Verification of Open Meetings Act Notice
6. Verification of Publication of Meeting Notice
7. Visitor Comments
(3 minutes allotted for each speaker. 30 minutes total allotted for visitor comments)
8. Action Items
 - 8.1. Consent Agenda
 - 8.1.1. Minutes of Previous Meeting
 - 8.1.2. Monthly Financial Report
 - 8.1.3. Claims
 - 8.2. Consider, discuss and take action to approve the contract for Todd Yeutter (JHHS Sped Teacher) for the 2025-2026 school year pending certification.
 - 8.3. Consider, discuss and take action on transferring the remaining balance (~\$1630.84) in the 2025 senior class sub account to the sub accounts as follows per the request of the Class of 2025 via letter:
50% to Student Council
12.5% to Cross Country
12.5% to Track
12.5% to Volleyball
12.5% to Wrestling
 - 8.4. Consider, discuss and take action on allowing the Superintendent or their designee to manage/approve all Activity Fund expense transactions for the upcoming school year 2025-2026
 - 8.5. Second reading of Policy 5018: Parent Involvement in Education Practices. Consider, discuss and take action on adopting Policy 5018.
 - 8.6. Consider, discuss and take action on the 2025-2026 School Year Handbooks as presented.
 - 8.7. Consider, discuss, and take action on the purchase of the OpenSciEd Elementary and OpenSciEd Middle School curriculum for the 2025-2026 school year.
9. Discuss, consider, and take all necessary action to approve board policies 1002, 2006, 3003, 3004.1, 3023, 3026, 3036, 3043, 3047, 3057, 4051, 4057, 4059, 5001, 5002, 5003, 5015, 5016, 5031, elimination of policy 5034; this policy is now 3026, 6025, 6031, 6034, 6044, 6045.
10. Maintenance Report
11. Elementary Principal's Report
12. Secondary Principal's Report

13. Superintendent's Report
14. Positive Comments
15. Adjournment

Special Meeting: McPherson and Jacobson LLC Final Workshop with Superintendent and BOE
Monday, June 9, 2025 5:00 PM

1. Call the Meeting to Order

The special working meeting of the Franklin Public School Board of Education was opened at 5:05 PM.

2. Pledge of Allegiance

3. Roll Call

Attendance Taken at 5:05 PM. **Absent:** Ryan Bonham, **Present:** Megan Antholz, Michael Bartels, Lori Cole, Derek Fouts, Harley Scott. Present: 5, Absent: 1. Attendance Update Taken at 5:30 PM. **Present:** Ryan Bonham. Present: 6.

4. Excuse Absent Board Members

5. Verification of Open Meetings Act Notice

Board Member Michael Bartels verified that the Open Meetings Notice was posted in the Franklin Public School's Media Center.

6. Verification of Publication of Meeting Notice

Board Member Derek Fouts verified that the meeting notice was published in the Franklin County Chronicle.

7. Goals and Planning with Superintendent, Board of Education and McPherson and Jacobson LLC

8. Adjournment

Meeting to adjourn at 6:44 PM passed with a motion by Ryan Bonham and a second by Megan Antholz.

Megan Antholz: Yea, Michael Bartels: Yea, Ryan Bonham: Yea, Lori Cole: Yea, Derek Fouts: Yea, Harley Scott: Yea

Regular Meeting

Monday, June 9, 2025 7:00 PM

1. Call the Meeting to Order

The regular meeting of the Franklin Public School Board of Education was opened at 7:00 PM.

2. Pledge of Allegiance

3. Roll Call

Attendance Taken at 7:01 PM. **Present:** Megan Antholz, Michael Bartels, Ryan Bonham, Lori Cole, Derek Fouts, Harley Scott. Present: 6.

4. Excuse Absent Board Members

5. Verification of Open Meetings Act Notice

Board Member Michael Bartels verified that the Open Meetings Notice was posted in the Franklin Public School's Media Center.

6. Verification of Publication of Meeting Notice

Board Member Derek Fouts verified that the meeting notice was published in the Franklin County Chronicle.

7. Visitor Comments

(3 minutes allotted for each speaker. 30 minutes total allotted for visitor comments)

8. Action Items

8.1. Consent Agenda

Motion to approve consent agenda passed with a motion by Michael Bartels and a second by Derek Fouts.

Megan Antholz: Yea, Michael Bartels: Yea, Ryan Bonham: Yea, Lori Cole: Yea, Derek Fouts: Yea, Harley Scott: Yea

8.1.1. Minutes of Previous Meeting

8.1.2. Monthly Financial Report

8.1.3. Claims

8.2. Consider, discuss and take action to approve the contract for Jennifer Woodis (JH Science Teacher) for the 2025-2026 school year pending certification.

Motion to approve a contract for Jennifer Woodis for the 2025-2026 school year pending certification passed with a motion by Michael Bartels and a second by Megan Antholz.

Megan Antholz: Yea, Michael Bartels: Yea, Ryan Bonham: Yea, Lori Cole: Yea, Derek Fouts: Yea, Harley Scott: Yea

8.3. Consider, discuss and take action on transferring the remaining balance (~\$1643.89) in the 2025 senior class sub account to the special projects sub account.

Motion to approve transferring the remaining balance in the 2025 senior class account to the special projects account passed with a motion by Derek Fouts and a second by Ryan Bonham.

Megan Antholz: Yea, Michael Bartels: Yea, Ryan Bonham: Yea, Lori Cole: Yea, Derek Fouts: Yea, Harley Scott: Yea

8.4. First reading of Policy 5018: Parent Involvement in Education Practices

Motion to approve the first reading of Policy 5018 passed with a motion by Derek Fouts and a second by Ryan Bonham.

Megan Antholz: Yea, Michael Bartels: Yea, Ryan Bonham: Yea, Lori Cole: Yea, Derek Fouts: Yea, Harley Scott: Yea

8.5. Consider, discuss and take action on amending the Account Agreement and Public Entity Authorization Resolution on all Cornerstone Bank Accounts (Depreciation Fund, Cafeteria Plan, School Lunch Fund, Student Activity Fund, Unemployment Insurance Fund, General Fund and Building Fund) due to the interim superintendent contract ending for Mr. Galen Boldt and the superintendent contract commencing for Mrs. Shelley Kahrs officially effective July 1, 2025.

Motion to approve amending the Account Agreement and Public Entity Authorization Resolution on all Cornerstone Bank Accounts omitting the interim superintendent Mr. Galen Boldt and adding superintendent Mrs. Shelley Kahrs passed with a motion by Michael Bartels and a second by Megan Antholz.

Megan Antholz: Yea, Michael Bartels: Yea, Ryan Bonham: Yea, Lori Cole: Yea, Derek Fouts: Yea, Harley Scott: Yea

8.6. Consider, discuss and take action on amending the Resolution of Association or Organization on all South Central State Bank Accounts due to the interim superintendent contract ending for Mr. Galen Boldt and the superintendent contract commencing for Mrs. Shelley Kahrs officially effective July 1, 2025.

Motion to approve amending the Resolution of Association or Organization on all South Central State Bank Accounts omitting the interim superintendent Mr. Galen Boldt and adding superintendent Mrs. Shelley Kahrs passed with a motion by Lori Cole and a second by Derek

Fouts.

Megan Antholz: Yea, Michael Bartels: Yea, Ryan Bonham: Yea, Lori Cole: Yea, Derek Fouts: Yea, Harley Scott: Yea

9. Maintenance Report

10. Elementary Principal's Report

11. Secondary Principal's Report

12. Superintendent's Report

13. Positive Comments

14. Adjournment

Meeting to adjourn at 7:35 PM passed with a motion by Megan Antholz and a second by Derek Fouts.

Megan Antholz: Yea, Michael Bartels: Yea, Ryan Bonham: Yea, Lori Cole: Yea, Derek Fouts: Yea, Harley Scott: Yea

Services to nonpublic school students with disabilities

Tuesday, June 17, 2025 1:00 PM

1. Call the Meeting to Order

The meeting for the services to nonpublic school students with disabilities was opened at 1:02 PM.

2. Development of a plan for providing special education services to children with disabilities who attend nonpublic schools or homeschools which are within the Franklin Public School District for the 2025-2026 school year

There weren't any nonpublic schools or homeschools who attended the meeting.

3. Adjournment

The meeting adjourned at 1:07 PM.

CAFETERIA PLAN -- FLEX BENEFITS PLAN

Statement Date: June 30, 2025

FPS Financial Software -- Account Balance

Checking Account Beginning of Month Balance on Hand:	\$24,455.55
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Cash Receipts:

Transfer from Gen Fund to "Start Up" New School Year	\$0.00
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Monthly Reimbursement from Gen Fund Employee Payroll	\$1,421.66
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Expenses:

Transfer to Gen Fund for "Start Up" Reimbursement	\$0.00
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Employee Med-I-Bank Direct Pay	-\$1,198.44
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Checking Account End of Month Balance on Hand:	\$24,678.77
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Grand Total:	\$24,678.77
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Bank Statement -- Account Balance

Checking Account Balance this Statement:	\$24,678.77
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Cash Receipts Outstanding	\$0.00
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Expenses Outstanding	\$0.00
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Checking Account End of Month Balance on Hand:	\$24,678.77
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Grand Total:	\$24,678.77
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01 -- GENERAL FUND

Statement Date: June 30, 2025

FPS Financial Software -- Account Balance

Checking Account Beginning of Month Balance on Hand:	\$2,393,062.80
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Cash Receipts:

Franklin County Treasurer	\$133,143.61
Harlan County Treasurer	\$5,946.92
Miscellaneous	\$237,795.35
Interest	\$507.83

Expenses:

Transfer to Cafeteria Plan for "Start Up" New School Year	\$0.00
Invoice Checks Written this Month	-\$182,613.48
Payroll Employees	-\$157,601.00
Payroll Payees	-\$177,596.57

Checking Account End of Month Balance on Hand:	\$2,252,645.46
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CD Account Beginning of Month Balance on Hand:	\$1,855,800.50
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Interest	\$7,496.42
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CD Account End of Month Balance on Hand:	\$1,863,296.92
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Grand Total:	\$4,115,942.38
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Bank Statement -- Account Balance

Checking Account Balance this Statement:	\$2,254,201.16
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Cash Receipts Outstanding	\$0.00
Checks Outstanding	-\$1,555.70

Checking Account End of Month Balance on Hand:	\$2,252,645.46
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CD Account Balance this Statement:	\$1,863,296.92
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Grand Total:	\$4,115,942.38
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Fund: 01 GENERAL FUND

Account Number	Description	Revised Budget	During Month	To Date	% of Budget	Budget Balance
01 1100	LOCAL PROPERTY TAXES, TRANSFERS	3,600,000.00	119,423.87	2,827,807.82	78.55	772,192.18
01 1115	CARLINE TAXES	100.00	0.00	59.84	59.84	40.16
01 1120	PUBLIC POWER DISTRICT SALES TAX 5% GROSS	13,000.00	331.75	10,497.19	80.75	2,502.81
01 1125	MOTOR VEHICLE TAX	131,000.00	9,968.31	132,567.37	101.20	(1,567.37)
01 1140	PENALTIES AND INTEREST ON TAXES	14,000.00	186.73	12,115.87	86.54	1,884.13
01 1370	PRESCHOOL TUITION AND FEES	12,240.00	0.00	12,025.00	98.24	215.00
01 1510	INTEREST ON INVESTMENTS	55,000.00	8,004.25	59,065.93	107.39	(4,065.93)
01 1911	LOCAL LICENSE FEES	1,600.00	0.00	975.00	60.94	625.00
01 1920	CONTRIBUTIONS & DONATIONS - PRIVATE SOURCE	0.00	0.00	500.00	0.00	(500.00)
01 1990	MISCELLANEOUS LOCAL RECEIPTS	0.00	0.00	0.00	0.00	0.00
	Subtotal: LOCAL RECIEPTS	3,826,940.00	137,914.91	3,055,614.02	79.84	771,325.98
01 2110	COUNTY FINES & LICENSES	5,500.00	572.00	7,513.99	136.62	(2,013.99)
01 2210	ESU RECEIPTS	478.00	0.00	350.00	73.22	128.00
	Subtotal: -	5,978.00	572.00	7,863.99	131.55	(1,885.99)
01 3110	STATE AID	623,830.00	62,387.00	623,834.00	100.00	(4.00)
01 3120	SPED (SCHOOL AGE)	450,000.00	155,070.00	594,486.00	132.11	(144,486.00)
01 3130	HOMESTEAD EXEMPTION	0.00	8,607.87	34,431.48	0.00	(34,431.48)
01 3131	PROPERTY TAX CREDIT	0.00	0.00	1,405,435.36	0.00	(1,405,435.36)
01 3180	PRO-RATE MOTOR VEHICLE	7,000.00	0.00	5,962.66	85.18	1,037.34
01 3400	STATE APPORTIONMENT	0.00	0.00	89,998.34	0.00	(89,998.34)
01 3535	HIGH ABILITY LEARNERS	3,510.00	0.00	3,510.00	100.00	0.00
01 3551	CAREER EDUCATION (CTE)	7,500.00	0.00	7,500.00	100.00	0.00
	Subtotal: -	1,091,840.00	226,064.87	2,765,157.84	253.26	(1,673,317.84)
01 4309	HEAD START	750.00	0.00	750.00	100.00	0.00
01 4310	REAP	20,582.00	0.00	20,582.00	100.00	0.00
01 4418	IDEA PART B, PEaK PROJECTS	2,100.00	0.00	2,100.00	100.00	0.00
01 4505	TITLE I PT A ESSA IMPROVING BASIC PROG	64,514.00	14,193.00	84,398.00	130.82	(19,884.00)
01 4509	TITLE II PT A ESSA EFFECTIVE INSTRUCTION	10,726.00	0.00	10,726.00	100.00	0.00
01 4516	IDEA PRESCH(619) BASE IDEA ENROLL/POVERT	1,178.00	0.00	1,178.00	100.00	0.00
01 4518	IDEA PART B (611) BASE POVERTY ALLOCATION	81,542.00	0.00	71,062.00	87.15	10,480.00
01 4525	FED VOC & APPLIED TECH ED (CARL PERKINS)	4,200.00	949.95	5,257.03	125.17	(1,057.03)
01 4708	MEDICAID IN PUBLIC SCHOOLS	8,000.00	0.00	2,482.82	31.04	5,517.18
01 4709	MEDICAID ADMINISTRATIVE ACTIVITIES	4,000.00	0.00	2,883.02	72.08	1,116.98
01 4969	TITLE IV, PART A SSAE	10,000.00	0.00	10,000.00	100.00	0.00
01 4998	ESSER III - ARP	27,444.00	0.00	27,444.00	100.00	0.00
	Subtotal: -	235,036.00	15,142.95	238,862.87	101.63	(3,826.87)
01 5300	PROCEEDS FROM DISPOSAL OF REAL/PERS PROPERTY	0.00	5,195.40	6,974.65	0.00	(6,974.65)
	Subtotal: NON REVENUE RECEIPTS - NOT USED	0.00	5,195.40	6,974.65	0.00	(6,974.65)
	Fund Total:	5,159,794.00	384,890.13	6,074,473.37	117.73	(914,679.37)

02 -- DEPRECIATION FUND

Statement Date: June 30, 2025

FPS Financial Software -- Account Balance

Checking Account Beginning of Month Balance on Hand:	\$74,490.59
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Cash Receipts:

Transfer from General Fund	\$0.00
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Miscellaneous	\$0.00
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Expenses:

Invoice Checks Written this Month	\$0.00
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Checking Account End of Month Balance on Hand:	\$74,490.59
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Grand Total:	\$74,490.59
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Bank Statement -- Account Balance

Checking Account Balance this Statement:	\$74,490.59
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Cash Receipts Outstanding	\$0.00
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Checks Outstanding	\$0.00
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Checking Account End of Month Balance on Hand:	\$74,490.59
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Grand Total:	\$74,490.59
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03 -- UNEMPLOYMENT INSURANCE FUND

Statement Date: June 30, 2025

FPS Financial Software -- Account Balance

Checking Account Beginning of Month Balance on Hand:	\$2,919.06
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Cash Receipts:

Miscellaneous	\$0.00
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Interest	\$0.37
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Expenses:

Employee Benefit Checks Written this Month	\$0.00
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Checking Account End of Month Balance on Hand:	\$2,919.43
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CD Account Beginning of Month Balance on Hand:	\$4,292.08
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Interest	\$45.26
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CD Account End of Month Balance on Hand:	\$4,337.34
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Grand Total:	\$7,256.77
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Bank Statement -- Account Balance

Checking Account Balance this Statement:	\$2,919.43
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Cash Receipts Outstanding	\$0.00
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Checks Outstanding	\$0.00
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Checking Account End of Month Balance on Hand:	\$2,919.43
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CD Account Balance this Statement:	\$4,337.34
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Grand Total:	\$7,256.77
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05 -- ACTIVITY FUND

Statement Date: June 30, 2025

FPS Financial Software -- Account Balance

Checking Account Beginning of Month Balance on Hand:	\$146,829.03
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Cash Receipts:

Transfer from General Fund Replenishing Activity Fund	\$0.00
Contributions, Miscellaneous	\$6,554.97
Voided Checks	\$0.00
Interest	\$31.17

Expenses:

Invoice Checks Written this Month	-\$13,061.41
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Checking Account End of Month Balance on Hand:	\$140,353.76
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CD Account Beginning of Month Balance on Hand:	\$24,177.33
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Interest	\$0.00
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CD Account End of Month Balance on Hand:	\$24,177.33
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Grand Total:	\$164,531.09
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Bank Statement -- Account Balance

Checking Account Balance this Statement:	\$144,344.00
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Cash Receipts Outstanding	\$0.00
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Checks Outstanding	-\$3,990.24
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Checking Account End of Month Balance on Hand:	\$140,353.76
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CD Account Balance this Statement:	\$24,177.33
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Grand Total:	\$164,531.09
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FRANKLIN PUBLIC SCHOOLS -- 05 ACTIVITY FUND BALANCE REPORT -- SUMMARY -- JUNE 2025

COA	COA Description	Beginning Balance	Expenses	Revenues	Balance
05 704 0001	ACTIVITIES	18,504.30	4,882.05	225.00	13,847.25
05 704 0003	CROSS COUNTRY	1,476.67	99.00	247.85	1,625.52
05 704 0004	BASKETBALL BOYS	1,842.56	380.00	0.00	1,462.56
05 704 0005	BASKETBALL GIRLS	2,668.81	1,505.00	0.00	1,163.81
05 704 0006	FOOTBALL	5,144.34	107.48	60.00	5,096.86
05 704 0007	GOLF	4,205.19	0.00	0.00	4,205.19
05 704 0008	TRACK	850.77	472.00	220.00	598.77
05 704 0010	VOLLEYBALL	4,656.18	0.00	0.00	4,656.18
05 704 0011	WRESTLING	3,047.82	0.00	0.00	3,047.82
05 704 0012	FPS SIGNWORX	221.19	0.00	0.00	221.19
05 704 0013	E-SPORTS	26.26	0.00	0.00	26.26
05 704 0015	YEARBOOK	5,771.60	3,003.00	0.00	2,768.60
05 704 0016	BAND / FLAGS	12,560.51	214.99	0.00	12,345.52
05 704 0017	CHEERLEADERS	2,462.83	144.36	800.00	3,118.47
05 704 0018	FPS COFFEE CART	84.06	0.00	0.00	84.06
05 704 0019	CONCESSIONS	11,716.42	0.00	0.00	11,716.42
05 704 0020	FCCLA	10,876.92	894.00	0.00	9,982.92
05 704 0021	FFA	(373.38)	563.05	4,400.50	3,464.07
05 704 0022	FOREIGN LANGUAGE	435.81	0.00	0.00	435.81
05 704 0023	CLASS OF 2029	919.20	0.00	0.00	919.20
05 704 0024	CLASS OF 2027	2,761.01	0.00	0.00	2,761.01
05 704 0025	SENIOR BANNERS	0.00	0.00	0.00	0.00
05 704 0026	NHS	3,855.59	188.81	0.00	3,666.78
05 704 0028	SCIENCE CLUB	653.43	0.00	0.00	653.43
05 704 0029	CLASS OF 2026	671.68	0.00	0.00	671.68
05 704 0030	CLASS OF 2028	2,196.35	0.00	0.00	2,196.35
05 704 0031	STUDENT COUNCIL	947.15	95.00	0.00	852.15
05 704 0032	VOCAL	1,780.89	0.00	0.00	1,780.89
05 704 0035	SKILLS USA	(1,111.24)	0.00	300.00	(811.24)
05 704 0036	BACKPACK PROGRAM	2,014.31	254.71	0.00	1,759.60
05 704 0037	GREENHOUSE	21,482.30	156.96	0.00	21,325.34
05 704 0038	COURTESY	1,656.81	101.00	0.00	1,555.81
05 704 0039	ELEMENTARY TEACHERS	1,785.19	0.00	0.00	1,785.19
05 704 0040	INDUSTRIAL ARTS STUDENT PROJ	156.01	0.00	201.62	357.63
05 704 0041	INVESTMENTS	24,177.33	0.00	0.00	24,177.33
05 704 0042	CLASS OF 2025	1,643.89	0.00	0.00	1,643.89
05 704 0043	LIBRARY	294.76	0.00	0.00	294.76
05 704 0044	SPEECH	169.88	0.00	0.00	169.88
05 704 0045	CLASS OF 2030	72.90	0.00	0.00	72.90
05 704 0046	SPECIAL PROJECTS	8,158.34	0.00	31.17	8,189.51
05 704 0047	ONE ACTS	2,213.79	0.00	0.00	2,213.79
05 704 0048	FPS LASER CREATIONS	697.32	0.00	50.00	747.32
05 704 0049	ACE, 40 DEV ASSETS	0.00	0.00	0.00	0.00
05 704 0051	QUIZ BOWL	1,125.46	0.00	0.00	1,125.46
05 704 0052	WEIGHTROOM PROJECT	2,751.22	0.00	50.00	2,801.22
05 704 0053	EHA WELLNESS PROGRAM	3,753.93	0.00	0.00	3,753.93
		171,006.36	13,061.41	6,586.14	164,531.09

06 -- LUNCH FUND

Statement Date: June 30, 2025

FPS Financial Software -- Account Balance

Checking Account Beginning of Month Balance on Hand: \$47,955.59

Cash Receipts:

Transfer from General Fund	\$0.00
Meal Sales	\$146.25
Federal Reimbursement	\$11,073.22
State Reimbursement	\$0.00
Contributions, Miscellaneous	\$9.39
Voided Checks	\$0.00
Interest	\$10.60

Expenses:

Invoice Checks Written this Month	-\$2,794.68
Payroll Employees	-\$5,029.50
Payroll Payees	-\$2,488.34

Checking Account End of Month Balance on Hand: \$48,882.53

Grand Total: \$48,882.53

Bank Statement -- Account Balance

Checking Account Balance this Statement: \$48,958.53

Cash Receipts Outstanding	\$0.00
Checks Outstanding	-\$76.00

Checking Account End of Month Balance on Hand: \$48,882.53

Grand Total: \$48,882.53

08 -- BUILDING FUND

Statement Date: June 30, 2025

FPS Financial Software -- Account Balance

Checking Account Beginning of Month Balance on Hand:	\$1,277,275.93
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Cash Receipts:

Franklin County Treasurer	\$23,192.81
Harlan County Treasurer	\$1,095.70
Miscellaneous	\$0.00
Interest	\$271.36

Expenses:

Invoice Checks Written this Month	-\$35,077.38
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Checking Account End of Month Balance on Hand:	\$1,266,758.42
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Grand Total:	\$1,266,758.42
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Bank Statement -- Account Balance

Checking Account Balance this Statement:	\$1,266,758.42
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Cash Receipts Outstanding	\$0.00
Checks Outstanding	\$0.00

Checking Account End of Month Balance on Hand:	\$1,266,758.42
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Grand Total:	\$1,266,758.42
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Invoice Number	Description	Amount
1P9M-7QHC-6WFH	CHEER BOWS,(2) BACKPACKS	144.36
1XGW-94P9-TRY3	(2) 8PK 70QUART LATCHING STORAGE BINS	244.98
Vendor Name	AMAZON CAPITAL SERVICES	389.34
INV70087	ACTIVITY SCHEDULER 9/1-8/31/2026	345.00
Vendor Name	ARBITERSPORTS LLC	345.00
20250612GBBCAMP	ENTRY FEE: 6/12 GBB JV VAR TEAM CAMP	250.00
Vendor Name	AXTELL COMMUNITY SCHOOL	250.00
16146056	SIDELINE ROYALTY	(23.08)
16152680	SIDELINE ROYALTY	(39.96)
16166038	SIDELINE ROYALTY	(31.47)
929924833	(2) FOOTBALL COACH POLOS	85.98
929941719	CREDIT: 36" FOOTBALL PANT LACES	(53.00)
929952107	(20) WHITE FOOTBALL PANTS JH	302.20
930033414	FOOTBALL BALL BAG	89.09
930044598	FOOTBALL (5) LARGE 5 PAD GIRDLES WHITE	247.50
Vendor Name	BSN SPORTS, LLC	577.26
417787	(39) STATE TRACK TSHIRTS	472.00
417796	(17) JUNE JAMBOREE 5K TSHIRTS	99.00
Vendor Name	CONNIE'S CREATIONS	571.00
2025-2026CHEERUNIFRM	(8) \$100 SUPPORT PER CHEERLEADER	800.00
Vendor Name	FRANKLIN PUBLIC SCHOOLS ACTIVITIES FUND	800.00
20250625GBBCAMP	ENTRY FEE: 6/25 HILINE GIRLS BBALL CAMP	50.00
Vendor Name	HI-LINE BULLS	50.00
807/823/824/1364	LODGING: (3) ROOMS STATE FCCLA	894.00
Vendor Name	HYATT PLACE LINCOLN/DOWNTOWN-HAYMARKET	894.00
20250609BBALLCAMP	6/9 BASKETBALL CAMP: HS (8) GIRL (8) BOY	760.00
Vendor Name	JB1 SPORTS PERFORMANCE	760.00
154230	SYMPATHY PLANT	50.00
Vendor Name	LEIGH FLORAL & GIFT	50.00
20250531	SYMPATHY PLANT	51.00
Vendor Name	MCCOOK GREENHOUSE AND COUNTRY FLORAL DESIGN	51.00
91514	GREENHOUSE: PVC,ADAPTR,DRIP,SPRNKLR,RISR	85.48
91620	GREENHOUSE: PVC FTNG,ADAPTR,CLAMP	71.48
Vendor Name	MENARDS, INC. - KEARNEY	156.96
9002085432	2025-2026 NASC MEMBERSHIP	95.00
9002085484	NHS MEMBERSHIP CERTIFICATES, PINS w CARD	160.49
Vendor Name	NASSP	255.49
2025-2026MEMBERSHIP	2025-2026 NSAA ACTIVITIES MEMBERSHIP	965.00
Vendor Name	NEBRASKA SCHOOL ACTIVITIES ASSOCIATION	965.00

Franklin Public School
07/08/2025 04:21 PM

Board Report - For Board

JUNE 2025 ACTIVITY FUND CHECKS PRINTED

Page: 2

User ID: HERMARC

Invoice Number	Description	Amount
190251	(1) AWD16 FOOTBALL HELMET DECALS	21.50
Vendor Name	PRO-TUFF DECALS, INC.	21.50
S1488175.001b	BASKETBALL GAME BALL (1) MENS (1) WOMENS	139.90
Vendor Name	PYRAMID SCHOOL PRODUCTS	139.90
20250601-376AF	MONTHLY TRANSACTIONS	28.32
20250601-377HUNGER	STOP HUNGER PROGRAM FOOD ITEMS	254.71
Vendor Name	RIGHTWAY GROCERY	283.03
1748978331	LODGING: STATE TRACK (4) ROOMS	1,120.24
Vendor Name	TRU BY HILTON - OMAHA	1,120.24
20250623GBBALLCAMP	ENTRY FEE: 6/23-24 UNK GBBALL CAMP (11)	825.00
Vendor Name	UNK ATHLETICS DEPARTMENT	825.00
20250526STMT-AF	MONTHLY TRANSACTIONS	1,553.69
Vendor Name	US BANK	1,553.69
25048-200-2025	(50) 88PG HARD COVER YEARBOOKS,(13) PLTS	2,322.60
25048511	(15) HARD COVER YEARBOOKS OVERRUNS	680.40
Vendor Name	VARSITY YEARBOOK	3,003.00
Fund Number	05	13,061.41
Checking Account ID	5	13,061.41

FRANKLIN PUBLIC SCHOOLS
MONTHLY CREDIT CARD TRANSACTIONS

FUND	COMPANY	TRANSACTION DESCRIPTION	AMOUNT
GF	THE LODGE RESTAURANT	TRAINING IN KEARNEY MEAL: ELEMENTARY TEACHERS	\$126.52
GF	JIMMY JOHNS	TRAINING IN KEARNEY MEAL: ELEMENTARY TEACHERS	\$94.46
GF	PADLET	SUBSCRIPTION RENEWAL: B CLEVELAND	\$69.99
			\$290.97

JUNE 25, 2025 STATEMENT TOTAL PAID

\$290.97

Invoice Number	Description	Amount
11M3-3LR4-FG1J	(3) 6PK 18x24x4,6PK 20x25x1 FILTERS	450.58
13LG-GKQF-TJXJ	MED OFFICE: NURSE PASS, IBUPROFEN	26.49
14PF-P4N1-MCX6	(2) 10PK ROLLS PAINTERS TAPE	48.40
161Q-CNNK-Y3YD	(2) 2PK 79.4" TALL WIRE STORAGE SHELVES	391.04
17DN-Y46R-LNPJ	(5) WIRELESS USB KEYBOARD/MOUSE BOXLIGHT	139.25
1C6K-6GCK-R6XV	(2) 48PC FOAM BRUSHES	31.66
1F4K-FPDX-F6XK	(2) 8QT INSTANT POT PRO	288.98
1FVY-JHP4-VD43	MED OFFICE: SUPPLIES	320.39
1J13-7N6R-WGDT	(4) 6PK RUSTOLEUM INVERTED STRIPING SPRY	173.92
1J34-XJYC-JML9	250 SHEET 12x18 WATER COLOR PAPER	62.19
1KRT-XP11-FDJR	(5) RUST-OLEUM GARAGE FLOOR COATING	1,304.95
1NPF-GGHK-NJL	(1) 2PK SIDE TABLES	68.99
1QJ4-4YV6-NKC3	(2) EVERPURE FILTER, ELKAY WATER FILTER	469.00
1WV-FNR9F-F9CJ	(5) 20PK ROLLS PAINTERS TAPE	165.80
1XCP-1XJR-T7R1	FCS CLASS SUPPLIES	334.64
Vendor Name	AMAZON CAPITAL SERVICES	4,276.28
60188	BOILER RM: CLEAR (2) CLOGGED FLOOR DRAIN	686.31
Vendor Name	ANDERSON BROS. ELECTRIC, PLUMBING & HEATING, INC.	686.31
10018999	2x2.5 GAL BUCCANEER	68.75
Vendor Name	AURORA COOPERATIVE	68.75
0002	(15) AUTO MILEAGE WALLET BOOKS	75.00
Vendor Name	AUTO ACCOUNT PUBLISHING	75.00
268359	HS FLYER CUP INCENTIVE TRIP (5) STUDENTS	280.61
Vendor Name	BIG APPLE FUN CENTER	280.61
20250628GH	NATURAL GAS - GREENHOUSE JUNE	188.18
20250628MB	NATURAL GAS - MAIN BUILDING JUNE	582.68
20250628SB	NATURAL GAS - SHOP BUILDING JUNE	54.87
Vendor Name	BLACK HILLS ENERGY	825.73
600082574	(1) ZM PEDIATRIC PADZ, (1) CPRD PADZ	385.00
Vendor Name	CARDIO PARTNERS INC	385.00
WO-2839	REPROGRAMMED BELL SCHEDULES	290.20
Vendor Name	CEI SECURITY & SOUND	290.20
20250630	UTILITIES: MAY 15 - JUNE 16	7,033.68
Vendor Name	CITY OF FRANKLIN	7,033.68
3410770	BUSES: (1) REARVIEW MIRROR	443.02
Vendor Name	CORNHUSKER INTERNATIONAL TRUCKS, INC	443.02
7661093	BOOKMARKS, BOOK HOLDERS	275.08
Vendor Name	DEMCO, INC.	275.08
20250701	OPENPATH ACCESS DOOR SERVICES	244.99
Vendor Name	DIODE TECHNOLOGIES	244.99
INV660820	COPIER LEASE CONTRACT ADMINISTRATIVE	55.00
INV661037	COPIES: MAY 7 - JUNE 12, 2025	1,655.26

Invoice Number	Description	Amount
Vendor Name EAKES INC.		1,710.26
20250630	PURCH SRVS ESU AUDIOLOGY SPED AGES 0-2	72.00
26283	POWERSCHOOL CONF: J WEISS, R SOLAAS	275.00
26322-1	TEACHING NOVELS WORKSHOP: L SIDMAN	75.00
Vendor Name ESU 10		422.00
4731	IXL, SEESAW RENEWAL, SUMMER HONORS	7,605.00
Vendor Name ESU 11		7,605.00
24-714	OPENSIED TRAINING	520.00
Vendor Name ESU 9		520.00
3659	PROFESSIONAL SERVICES PT SPED	255.00
Vendor Name FAMILY PT & SPORTS		255.00
3146283	SCIENCE: LAB/DISSECTION SUPPLIES	389.26
Vendor Name FLINN SCIENTIFIC, INC		389.26
594964	JHHS LIBRARY BOOKS	562.95
594964F	JHHS LIBRARY BOOKS	22.15
Vendor Name FOLLETT CONTENT SOLUTIONS, LLC		585.10
5776-282722	BUSES: ENDURACUBE,FILTERS,HYD LUBE	400.12
5776-282739	BUSES: WIPER FLUID	16.74
5776-282804	BUSES: HYDRAULIC LUBE,ENDURACUBE	209.09
5776-282861	BUSES: ENDURACUBE,FUEL FILTERS	557.20
5776-283011	BUSES: FUEL/WATER SEPARATOR	147.54
Vendor Name FRANKLIN AUTO PARTS		1,330.69
285626	AD: SPECIAL MEETING MINUTES	22.64
285627	AD: MEETING MINUTES	144.69
Vendor Name FRANKLIN COUNTY CHRONICLE		167.33
IN7104007776	TELECOMM SERVICE 7/1-7/31/2025	610.39
Vendor Name GOTO COMMUNICATIONS, INC		610.39
2024-2025GOLD	2024-2025 GOLD ASSESSMENT (27) CHILDREN	351.00
Vendor Name HEAD START CHILD & FAMILY DEVELOPMENT PROGRAM, INC.		351.00
2025AUGUST#2	COPIER LEASE AUGUST PAYMENT #2	1,250.39
2025JULY#1	COPIER LEASE JULY PAYMENT #1	1,250.39
Vendor Name HOMETOWN LEASING		2,500.78
INV-13576	PROFESSIONAL SERVICES (OT) SPED	2,301.02
INV-13798	PROFESSIONAL SERVICES (OT) SPED	121.50
Vendor Name INSPIRE REHABILITATION HARLAN COUNTY, LLC		2,422.52
20251463	2025 FIRE SPRINKLER INSPECTION	450.00
Vendor Name INTEGRATED SECURITY SOLUTIONS, LLC		450.00
20250714CELLREIMB	TRANSPORTATION DIRECTOR CELL PHONE REIMB	100.00
Vendor Name JAMES, STACEY		100.00

Invoice Number	Description	Amount
722568	LIBRARY BOOKS	842.94
Vendor Name	JUNIOR LIBRARY GUILD	842.94
20250714CELLREIMB	SUPERINTENDENT CELL PHONE REIMB	100.00
Vendor Name	KAHRS, SHELLEY	100.00
6031	LODGING: CTE CONFERENCE M DARBY	269.90
Vendor Name	LA QUINTA INN & SUITES BY WYNDHAM KEARNEY	269.90
INV2780449	(10) FOUNDATIONS PERSONAL FINANCE RENEWL	249.90
Vendor Name	LAMPO GROUP, LLC, THE	249.90
7286	LIVESTOCKJUDGING 10/23/2025 ONE YR RENEW	300.00
Vendor Name	LIVESTOCK JUDGING.COM	300.00
52524593	WELDING SUPPLIES: CYLINDER RENTAL	203.00
Vendor Name	MATHESON TRI-GAS, INC	203.00
2024-2025MILEREIMBA	2024-2025 MILEAGE REIMB: 115 MILES TOTAL	78.70
Vendor Name	MCDERMOTT, ALI	78.70
93070	(9) 13" BLK FABRIC STORAGE CUBES	62.46
93276a	PAINT TAPE,SCREWS,PRIMER,BROOM,DRILL,GRD	704.82
Vendor Name	MENARDS, INC. - KEARNEY	767.28
ZK268966-TDQ	SUPERINTENDENT OFFICE FURNITURE	1,210.87
Vendor Name	NATIONAL BUSINESS FURNITURE	1,210.87
215565	NDE INTRO TO GOLD TRAINING: C BINDER	20.00
Vendor Name	NDE EARLY CHILDHOOD TRAINING CENTER	20.00
86232	2025 NCE CONFERENCE: E BONHAM	300.00
E16707-732687	2025 ADMIN DAYS: C STRATMAN	225.00
E16707-732702	2025 ADMIN DAYS: S KAHRS	225.00
E16707-732986	2025 ADMIN DAYS: K SIMMONS	215.00
Vendor Name	NEBRASKA COUNCIL OF SCHOOL ADMINISTRATION	965.00
1085	2025-2026 NRCSA MEMBERSHIP DUES RENEWAL	850.00
Vendor Name	NEBRASKA RURAL COMMUNITY SCHOOLS ASSOCIATION	850.00
839447	(62) MAP GROWTH, (94) MAP GROWTH SCIENCE	1,033.50
Vendor Name	NWEA	1,033.50
1319386	FSA PARTICIPANT MONTHY FEE JUNE 1-30	40.00
Vendor Name	OMNIFY	40.00
2018053-00	(35) FRANKENSTEIN BOOKS	521.50
Vendor Name	PERMA-BOUND	521.50
2400	(20) CENTERVENTION STUDENT LICENSES	240.00
Vendor Name	PERSONALIZED LEARNING GAMES, INC	240.00

Invoice Number	Description	Amount
25-000010543	STRAW ROCKETS,CO2 CAR SUPPLIES	616.95
Vendor Name	PITSCO EDUCATION, LLC	616.95
L241487	JNT COMPOUND,LIQ NAILS,BIT,SCREWS	30.16
L241568	GROUNDS: (4) SCREW BIT	6.76
L241600	(30) 14GA WIRE FOR IND ARTS LIGHTS	9.30
L241641	KICKDOWN, FAUCET	76.57
L241644	(4) 3/8x1/2 SUPPLY	39.96
L241657	(1) QT CONTACT CEMENT	27.99
L241702	FAUCET	49.99
L241740	4GAL SHOP VAC	109.99
L241768	1/2" GALV CAP	2.29
L241934	CONDUIT,COUPL,CLMP,BOLT,WASHR,LAG,WAL PL	42.16
L241939	GROUNDS: CEMENT,PIPE CLNR,ELBOW	18.17
L241952	LAG SCREWS,CAULK,TOOL	24.59
L242030	CONDUIT,ANCHOR,SCREWS,WALL PLATE	11.63
L242117	KICKDOWN,JNT COMPOUND	42.97
L242138	BUSHINGS, PVC	6.47
L242150	LAGS,WASHERS,5/8" BIT	16.69
Vendor Name	PLANK LUMBER & HARDWARE	515.69
INV459339	SIS HOSTING 5/23/2025-5/22/2026 (266)	2,244.14
Vendor Name	POWERSCHOOL GROUP, LLC	2,244.14
79763378	INSECT CONTROL ONLY MAINTENANCE	130.23
Vendor Name	PRESTO-X	130.23
S1488175.002	(10) ROLLS EZLOAD 27x500 LAMINATION FILM	370.00
Vendor Name	PYRAMID SCHOOL PRODUCTS	370.00
375371	MOWER: BELTS,IDLER,PULLEY,BEARING	293.44
Vendor Name	R & R SALES & SERVICE	293.44
SRV123731	INSTALLED CAPACITOR	486.49
Vendor Name	RASMUSSEN MECHANICAL SERVICES	486.49
8814674	6PK DEEP POCKET CHAIR POCKETS	48.49
Vendor Name	REALLY GOOD STUFF, INC.	48.49
20250701-376GF	MONTHLY TRANSACTIONS	117.43
Vendor Name	RIGHTWAY GROCERY	117.43
S33203	ROLL COVER, PAINT, BASE SHOE	1,031.41
S33364	PAINT, PAINTERS TAPE	125.45
Vendor Name	S.E. SMITH & SONS	1,156.86
208135745255	(20) MAVALUS TAPE WHITE	75.80
Vendor Name	SCHOOL SPECIALTY, LLC	75.80
20250714CELLREIMB	ELEM PRINCIPAL CELL PHONE REIMB	100.00
Vendor Name	SIMMONS, KELLY	100.00
20250628-083	SAS/WEBLINK ANNUAL FEES RENEWAL 2025-26	7,250.00
Vendor Name	SOFTWARE UNLIMITED INC	7,250.00

Invoice Number	Description	Amount
6034310160	ENVELOP,ERASE PADS,PENCILS,DRAW PPR	470.26
6034374379	(1) BX 10x15 CLASP ENVELOPES	22.48
Vendor Name	STAPLES, INC.	492.74
1485744	NETWORK NEBRASKA: JUNE	292.87
Vendor Name	STATE OF NEBRASKA	292.87
20250714CELLREIMB	JHHS PRINCIPAL CELL PHONE REIMB	100.00
Vendor Name	STRATMAN, CHRISTINE	100.00
29143	PERKINS: BUSINESSU, STUKENT SIMTERNSHIP	5,210.00
Vendor Name	STUKENT, INC	5,210.00
304881056	SPORTS ENTERTAINMENT MARKETING COURSE	189.00
305300263	NAME TRACING WRITING ACTIVITIES	11.40
Vendor Name	TEACHER SYNERGY LLC	200.40
210454	SPANISH CLASSROOM SUPPLIES AND READERS	409.36
Vendor Name	TEACHERS DISCOVERY	409.36
5766	PURCHASE YEALINK ADDITIONAL PHONE	234.98
Vendor Name	TELEPHONE SYSTEMS OF NE, INC	234.98
339131	TIME MANAGEMENT SYSTEM: MONTHLY	75.50
Vendor Name	TIME MANAGEMENT SYSTEMS, INC	75.50
INV-0752	(25) EDUTYPING SUBSCRIPTION 1YR	274.75
Vendor Name	TYPING.COM	274.75
20250625STMT-GF	MONTHLY TRANSACTIONS	290.97
Vendor Name	US BANK	290.97
5524477	SCIENCE: WIND KIT,TURBINE,SOLAR ENRGY	679.74
Vendor Name	VERNIER SOFTWARE & TECHNOLOGY INC	679.74
105739124	MONTHLY FUEL	484.82
Vendor Name	WEX BANK	484.82
4217	FINAL PAYMENT: CARPET TILE	5,135.36
Vendor Name	WILSON FLOORING AND FURNISHINGS	5,135.36
NO9268-1463	DOC DESTRUCT JUNE 2025, ROLL OFF GARBAGE	1,471.35
Vendor Name	WOODWARD'S DISPOSAL SERV INC	1,471.35
Fund Number	01	70,754.93
Checking Account ID	1	70,754.93
400439	SUPPLIES: (1) CS GALLON ZIPLOCS	28.17
Vendor Name	EGAN SUPPLY CO	28.17
XB41372	INSTALLED NEW DISPOSAL	3,357.00
XB41373	DISHWASHER: INSTALLED NEW BOOSTER HEATER	3,859.00

Invoice Number	Description	Amount
Vendor Name	HOBART SALES AND SERVICE	7,216.00
50255	CREDIT: MEAL ITEMS	(195.75)
50410	MEAL ITEMS	239.25
Vendor Name	NEBRASKA FOOD DISTRIBUTION PROGRAM	43.50
6034742349	SUPPLIES: (2) CASES DISINFECTANT WIPES	125.20
Vendor Name	STAPLES, INC.	125.20
Fund Number	06	7,412.87
Checking Account ID	6	7,412.87
ES10752A	LIFESKILLS:FINAL PAY CABINETS,COUNTERTOP	2,852.00
Vendor Name	EZ KITCHENS	2,852.00
93276	LIFESKILLS: FAUCET,SINK,VANTY,DISPOS,MIR	418.94
Vendor Name	MENARDS, INC. - KEARNEY	418.94
4309	LIFESKILLS:RNG,FRDG,MCRO,DSHW,WSR,DRY,HD	5,833.00
Vendor Name	WILSON FLOORING AND FURNISHINGS	5,833.00
Fund Number	08	9,103.94
Checking Account ID	8	9,103.94

Franklin Public School
07/14/2025 05:50 PM

Board Report - For Board

Page: 1
User ID: HERMARC

Invoice Number	Description	Amount
265323-1	PERKINS: FAMILIES FIRST NATL PROGRAM	75.00
Vendor Name	CENTRICITY	75.00
622891A	(2) BRACKET,(15) UBRACKET,(5) SUPRT POST	458.63
Vendor Name	DECKER INC.	458.63
3176	SUPERINTENDENT SEARCH:CONSULTANT PHASE V	161.00
Vendor Name	MCPHERSON & JACOBSON, LLC	161.00
44857665	(12) DRY ERASE CLEANER	24.60
Vendor Name	QUILL CORPORATION	24.60
INV5566482	FASTBRIDGE / EDUCLIMBER SUBSCRIP	3,982.80
Vendor Name	RENAISSANCE LEARNING, INC	3,982.80
6036764374	500PK 18x24 DRAWING PAPER	59.48
Vendor Name	STAPLES, INC.	59.48
Fund Number	01	4,761.51
Checking Account ID	1	4,761.51
2025OFFICE	REMOVE DOOR/INSTALL EXST DOOR/NEW WINDOW	1,000.00
Vendor Name	DJ'S CONSTRUCTION LLC	1,000.00
Fund Number	08	1,000.00
Checking Account ID	8	1,000.00

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 three 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: _____

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.

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

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

Annual Review

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

~~Parental Involvement Policy~~

~~Title I Parental Involvement Policy~~

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

~~Student Fees Policy~~

~~Bullying~~

~~Multicultural Education~~

~~Student Assessment~~

~~Teacher Evaluation~~

~~Student Academic Performance~~

~~Safety and Security Committee~~

~~Attendance and Excessive Absenteeism~~

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

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

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

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

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

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

Annual Review

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

Parental Involvement Policy

Title I Parental Involvement Policy

Student Fees Policy

Bullying

Multicultural Education

Student Assessment

Teacher Evaluation

Student Academic Performance

Safety and Security Committee

Attendance and Excessive Absenteeism

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

Adopted on: August 10, 2020

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.

~~A preponderance of the evidence will be required to discipline a party accused of misconduct. This means that the investigator must conclude that it is more likely than not that misconduct occurred.~~Under this policy, factual conclusions will be based on a preponderance of the evidence.

Complaint and Appeal Process.

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if 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; 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. ~~This provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.~~
 - a) The appeal must be in writing.
 - b) This appeal must be received by the superintendent no later than three (3) calendar days from the date of the decision.
 - c) For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate.
 - d) The superintendent will prepare a written decision and provide it to the complainant and any other person entitled by law to receive the appeal decision. For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the

complaint can be appealed on the limited grounds to appeal to the board below.

5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may involve oversight or discipline of students, staff, or others, unless those involve 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: _____

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.

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

Complaint and Appeal Process.

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

- b) Complaints about the 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; by telephone at (816) 268-0550; or by fax at (816) 268-0599.
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- 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;
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 - d) Respond to the complainant. If the complaint involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or coordinator receives the complaint.
4. If either the complainant or the respondent is not satisfied with the decision, he or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal. This provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.
- a) The appeal must be in writing.
 - b) This appeal must be received by the superintendent no later than three (3) calendar days from the date of the decision.
 - c) For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate.
 - d) The superintendent will prepare a written decision and provide it to the complainant and any other person entitled by law to receive the appeal decision. For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.

5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may involve oversight or discipline of students, staff, or others, unless those involve 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:
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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.

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Superintendent, the board president shall submit the decision within 180 calendar days after receiving the written appeal.

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- 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.
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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: August 10, 2020

Revised on: July 15, 2024

Reviewed on: _____

3003

Bidding for Construction, Remodeling, Repair, or Site Improvement

I. Applicability of this policy.

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

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

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

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

III. Formal Bidding for Major Purchases and Construction

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

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

- B. In projects that involve professional engineering or architecture, the board will have a registered professional engineer or architect prepare the plans, specifications, and estimates when the anticipated cost of the project exceeds ~~\$144,000-\$118,000.~~

C. Advertising for Bids

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

D. Bid Documents

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

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 \$118,000.

C. Advertising for Bids

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

D. Bid Documents

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

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

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

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

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

Adopted on: August 10, 2020

Revised on: July 12, 2021

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 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.

Commented [1]: 2 CFR Part 200, Subpart E

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: _____

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.

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 \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.

3. Computing Devices means machines that acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.
4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
 - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
 - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

B. Inventory Procedure

Newly purchased property shall be received and inspected by the staff member who ordered it to ensure that 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.

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.

V. Financial Management

A. Identification

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

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

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

E. Budget Control

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

F. Payment Methods

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

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time

sheets, payroll stubs, etc.) and will make such documentation available for the Nebraska Department of Education to review upon request.

G. Allowability of Costs

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

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

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

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

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

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

I. Cost Sharing or Matching

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

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

J. Documentation of Personnel Expenses

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

VI. Written Compensation Policies

A. Time and Effort Standards

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

- (1) Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- (2) Be incorporated into official records;

- (3) Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;
- (4) Encompass both federally assisted and all other activities compensated by the District on an integrated basis;
- (5) Comply with the established accounting policies and practices of the District and
- (6) Support the distribution of the employee's salary or wages among specific activities or costs objectives.

B. Time and Effort Procedures

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

C. Fringe Benefits

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

D. Leave

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

E. Unexpected or Extraordinary Circumstances

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

F. Documentation for Personnel Expenses

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

VII. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

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

C. Record Keeping

1. Record Retention

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

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

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

2. Maintenance of Procurement Records

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

D. Privacy

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and

State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: August 10, 2020

Revised on: July 15, 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.

Option 1 - use if the district uses subscription Google Apps but has not activated Vault: Due to the nature and volume of forms of electronic communication related to the operation of the district, transitory or multiple copies of electronic communication will be retained with metadata intact for 30 days. After this time, the electronically stored information with metadata intact shall be subject to overwriting or deletion from the district's electronic files and records, except as otherwise required by these policies or state and federal law.

Option 2 - use if the district has a Subscription to Google Apps with Vault activated: 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.

Option 3 - use if the district uses Office 365: Office 365 allows your system administrator to tailor complete data retention policies for data and communications inclusive of the Office 365 sphere. You will need to check with your system administrator to see how he or she has set the retention for

electronically stored information. If the system administrator has selected the minimum retention options, you can adopt Option 1 above and if the system administrator has selected complete retention, you can adopt the following: The district will archive all Office 365 data with metadata intact, except for instant messaging which users determine to be transitory. Only the domain administrator will be able to retrieve electronic communication which has been deleted.

Option 4 – use if the district does not use a hosted e-mail service: The district's data storage capacity is limited. Therefore, electronic communication will only be retained on District resources in its original form with its metadata intact for a period of **60 days** from the date the electronic communication is created.

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: _____

Revised on: _____

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.

Due to the nature and volume of forms of electronic communication related to the operation of the district, transitory or multiple copies of electronic communication will be retained with metadata intact for 30 days. After this time, the electronically stored information with metadata intact shall be subject to overwriting or deletion from the district's electronic files and records, except as otherwise required by these policies or state and federal law.

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.

Adopted on: August 10, 2020

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: __August 10, 2020_____

Revised on: ____July 14, 2025_____

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. Although the board of education may take action to approve the handbooks annually, the administration has the authority to change the contents of any handbook so long as the changes are consistent with board policy.

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: August 10, 2020

Revised on: _____

Reviewed on: _____

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 [insert other standing authorized expenditures]. 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 \$[insert amount].

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

Authorized Users. Individuals holding the following titles may be assigned an individual purchasing card: [redacted]. 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 ~~seeking reimbursement for 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, and [REDACTED] will conduct independent reviews of credit card expenses, or a sample thereof, on a **monthly** basis. Any unlawful or unauthorized expenditure or other discrepancy will be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her designee will provide the board at each regular meeting with the documentation submitted pursuant to this policy or a summary of that documentation with a description of each item sufficient to give the board reasonable notice of the items purchased. Any unlawful or unauthorized purchase must be addressed as provided in this policy or as otherwise allowed by law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

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 authorized expenditures. Otherwise, the purchasing card may only be used to purchase goods and services approved by the board or the superintendent or designee.

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

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

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

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

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

Adopted on: August 10, 2020

Revised on: July 17, 2023

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).

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

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

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

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

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

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

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

E.F. **District** means _____ Public Schools.

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

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

G.I. **Performance-Criteria Developer** (PCD) means any person licensed or any organization issued a certificate of authorization to

practice architecture or engineering pursuant to the NEARA who is selected by the District ~~pursuant to this policy~~ to assist the District in the development of Project Performance Criteria, Requests ~~For~~for Proposals, evaluation of Proposals, evaluation of the construction under a DBD-B Contract to determine adherence to the Project Performance Criteria, and any additional services requested by the District to represent its interests in relation to a project.

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

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

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

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

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

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

K.O. Superintendent means the District's Superintendent of Schools, or his or her designee.

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

II. Rules and Procedures for Selecting and Hiring a PCD for a Specific Project. Resolution to Select Design-Build. The Board shall

adopt a resolution by a two-thirds affirmative vote selecting the design-build contract delivery system prior to proceeding with any of the steps described below.

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

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

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

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

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

- a. ~~The shall~~ Superintendent will solicit statements of qualification from potential PCDs. Such solicitation shall include a general description of the project and shall indicate how interested individuals or firms can apply for consideration by the District. The Superintendent may, but is not required to, give public notice of such solicitation.
- b. Based on the statements of qualifications and any other relevant information that the Superintendent receives, the Superintendent shall make a finding identifying the applicant most qualified to serve as the PCD for the project based on the applicant's capabilities to perform, adequacy of personnel, past record and performance, experience, and such other factors as may be determined by the Superintendent to be applicable to the District's particular requirements for the project.
- c. Following such finding, the Superintendent shall recommend to the Board that it negotiate a contract with the applicant so identified.

2. **Project Cost in Excess of \$896,000.** For a project whose basic construction cost is estimated by the District to exceed \$896,000,

the District will use the following procedures for identifying the most qualified PCD:

- a. The District will encourage eligible—personsindividuals or organizationsfirms who desire to provide professional services to the District as aits PCD for the project to submit a statement of qualifications ~~and performance data to the District.~~. At least thirtyfifteen (15) days prior to selecting and hiring a PCDthe deadline to respond, the District ~~shall~~will publish notice in a newspaper of general circulation in the District that it is seeking a PCD for a design-build project. The notice shall include the following:
 - i. A general description of the ~~Design-Build~~ project; Directions regarding how
 - ii. How interested ~~persons or organizationsfirms~~ can apply for consideration by the District; and
 - iii. The date by which personsindividuals or organizationsfirms must submit their ~~applicationsstatements of qualifications~~; and
 - iv. A statement that any personindividual or organizationfirm applying for consideration by the District must obtain a copy of the District's Design-Build Contract Policy from the Superintendent.
- b. To apply to be the District's PCD, applicants must submit a current statement of qualifications ~~and performance data~~ to the District. The statement of qualifications must include evidence that the applicant is licensed or certified to practice architecture or engineering pursuant to the NEARA. Applicants must update any information provided to the District to reflect any changed conditions of the applicant.
- c. Applicants shall first be certified by the Superintendent as qualified to act as a PCD for the District. In order to certify an applicant, the Superintendent shall make a finding that a PCD is fully qualified to render the required service. Factors to be considered in making this finding shall include capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; experience; equipment and facilities; promptness, and; the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are

found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it ~~strictly in accordance with its terms~~capabilities to perform.

- d. The Board ~~shall~~will evaluate each qualified applicant's ~~current statement of qualifications and performance data any other relevant the District has received~~. The Board ~~shall~~will conduct discussions with, and may require public presentations by ~~no less than, at least~~ three applicants regarding their qualifications, approach to the project, ~~and~~ ability to furnish the required service, ~~and other factors identified above~~.
- e. The Board ~~shall~~will select, in order of preference, at least three applicants deemed to be most highly qualified to perform the required services after considering the factors ~~outlined~~identified above.

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

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

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

~~Board shall then undertake negotiations with the third most qualified applicant.~~

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

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

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

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

D. Effect of Unsuccessful Negotiations

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

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

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

~~N.E.~~ **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.

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

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

~~A~~

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

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

~~II.IV. Pre-Qualifying Design-Builders.~~

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

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

B. Letters of interest shall be reviewed by the District in consultation with the PCD. The District and the PCD will evaluate prospective Design-

Builders based on the information submitted to the District in response to the request for letters of interest.

- C. The District shall select at least three prospective Design-Builders, except that if only two Design-Builders have submitted letters of interest, the District shall select at least two prospective Design-Builders. Such selected Design-Builders shall be considered prequalified and eligible to receive and respond to the RFP.
- D. The District and PCD shall use the following standards when selecting which prospective Design-Builders to prequalify: capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; ~~experience~~; equipment and facilities; promptness, ~~and~~; the quality of work previously done ~~by applicant~~; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the ~~applicant~~Design-Builder could perform it ~~strictly~~ in accordance with its terms ~~capabilities to perform~~.

Procedures

2. ~~Preparing Requests for the preparation and content of RFPs.~~
~~III.V. Proposals (RFP).~~ The District, with the ~~help~~assistance of the PCD, ~~shall~~will prepare the RFP, which shall contain:

- A. The identity of the ~~school district~~District for which the project will be built and ~~the District that~~ will execute the ~~Design-Build Contract; design-build contract~~;
- B. A copy of this Design-Build ~~Contract~~Contact Policy and all other policies ~~adopted by the District relating~~related to the ~~DBD-B~~ Contract;
- C. The proposed terms and conditions of the ~~DBD-B~~ Contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the Design-Builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
- D. A project statement which contains information about the scope and nature of the project;
- E. Project Performance Criteria;

- F. Budget parameters for the project;
- G. Any bonds ~~or~~and insurance required by law or as may be additionally required by the District;
- H. The criteria for evaluation of Proposals and the relative weight of each criterion;
- I. A requirement that the Design-Builder provide a written statement of ~~its~~the Design-Builder's proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;
- J. A requirement that the Design-Builder agree to the following conditions:
 - 1. ~~(i)~~—An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
 - 2. ~~(ii)~~—At the time of the design-build offering, the Design-Builder will furnish to the Board a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;
 - 3. ~~(iii)~~—The architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the Design-Builder prior to the completion of the project without the written consent of the Board;
 - 4. ~~(iv)~~—A Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will: (a) comply with the NEARA by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and
 - 5. ~~(v)~~—The rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the NEARA and rules and regulations adopted under the ~~Act~~NEARA; and
- K. Other information which the District chooses to require._____

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

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

Procedures for preparing

V.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.

Procedures for evaluating

VI.VIII. Evaluating Proposals.

- A. The District may only proceed to negotiate and enter into a ~~DBD-B~~ Contract if there are at least two proposals from prequalified Design-Builders.e
- B. The DistrictBoard shall ~~refer the proposals for recommendation to designate members of~~ a selection committee. ~~The selection committee, which shall be a group of~~include at least five persons ~~designated by the District.~~ Members of the selection committee ~~shall~~must include ~~(1):~~
 - 1. One or more members of the ~~school board,~~ (2)Board;
 - 2. One or more members of the ~~school~~District's administration or staff,
~~(3) the school's architect or engineer~~ (4) any;
 - 3. The PCD;
 - 4. Any person having special expertise relevant to selection of a ~~design-builder~~Design-Builder or construction manager under the Act,i and ~~(5) a~~
 - 5. A resident of the District other than an individual included in subdivisions (1) through (4) of this subsection.

A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a ~~design-builder~~Design-Builder who has a

~~proposal~~Proposal being evaluated and shall not be employed by the District or the ~~school's architect or engineer~~PCD.

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

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

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

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

~~C.~~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.

~~D.~~^eF. ~~D.~~ The District shall then evaluate and rank each ~~proposal~~Proposal on the basis of best meeting the criteria in the ~~request~~

~~for proposals~~RFP and taking into consideration the recommendation of the selection committee.

~~3. Procedures for Negotiations between the District and Design-Builders Submitting Proposals Prior to the District's Acceptance of a Proposal.~~

IX. Negotiating a Design-Build Contract

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

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

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

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

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

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

Procedures for Filing and Acting on

VII.X. Formal Protests Relating to the Solicitation or Execution of DBD-B Contracts.

~~A. — Definitions.~~

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

1. **Interested party** shall mean an actual or prospective ~~bidder~~Design-Builder whose direct economic interest would be affected by the award of a contract by the District to another party or by the failure of the District to award a contract to such actual or prospective ~~bidder~~Design-Builder.
2. **Protest** shall mean a written objection by an interested party on any phase of the bidding procurement process, including specification, preparation, ~~bid-solicitation~~performance criteria development, RFP, pre-qualification, ranking, contract negotiations, and ~~intent to~~ award.

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

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

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the

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

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

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

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

XII. Adherence to Performance Criteria. Throughout the project, the PCD shall remain engaged on the project and shall be responsible for monitoring the Design-Builder's adherence to the Performance Criteria in the

Design-Builder's performance of the D-B Contract. Upon PCD's observation that the Design-Builder's performance of the D-B Contract has or is reasonably likely to materially diverge from the Performance Criteria, the PCD shall promptly notify the District of such observation and the basis for the same.

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

Adopted on: _____

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).

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

Definitions. For purposes of this policy:

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

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

8. Project Performance Criteria means the performance requirements of the project suitable to allow the Design-Builder to make a Proposal. Performance requirements include the following, if required by the project: capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm weather retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the project.
9. Proposal means an offer in response to a Request For Proposals ("RFP") by a Design-Builder to enter into a DB Contract for a project pursuant to the Act.
10. Act means the Nebraska Political Subdivisions Construction Alternatives Act.
11. Request for Proposals (RFP) means the documentation by which the District solicits Proposals.
12. Superintendent means the District's Superintendent of Schools.

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

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

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

- (1) A general description of the Design-Build project;

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

- F. The Board shall negotiate a contract with the most qualified applicant for compensation which the Board determines is fair and reasonable. In making this determination, the Board shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For all lump-sum or cost-plus-a-fixed-fee professional service contracts, the Board shall require the applicant receiving the award to execute a certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Board determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.
- G. If the Board is unable to negotiate a satisfactory contract with the applicant considered to be the most qualified at a price the Board determines to be fair and reasonable, it shall terminate negotiations with that applicant. The Board may then undertake negotiations with the second most qualified applicant. If the Board fails to reach an agreement with the second most qualified applicant, it shall terminate negotiations with that applicant. The Board shall then undertake negotiations with the third most qualified applicant.
- H. If the Board is unable to negotiate a satisfactory contract with any of the selected applicants, it shall either select additional applicants in order of their competence and qualification and continue negotiations in accordance with this policy until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.
- I. The Board may designate a committee to carry out any or all of the Board's duties under the PCD selection section of this policy, provided that the Board must approve any agreement with an applicant prior to its execution. Any such committee must have among its membership at least one person who is licensed to practice architecture or engineering pursuant to the NEARA.

- J. The public shall not be excluded from the meetings or proceedings under this section of this policy in accordance with the Open Meetings Act.
- K. The contract between the District and the PCD shall contain a prohibition against contingent fees as follows: "The PCD warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PCD, to solicit or secure this agreement and that the PCD has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PCD, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or the making of this agreement." Upon violation of such provision, the District shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, or consideration.
- L. The PCD is ineligible to be included as a provider of any services in a Proposal for the project on which it has acted as a PCD.
- M. A PCD may not be employed by or may not have a financial or other interest in a Design-Builder that will submit a Proposal.

2. Procedures and standards to be used to prequalify Design-Builders.

- A. The District, with the help of the PCD, shall prepare a request for letters of interest. The request for letters of interest shall:
 - (1) Describe the project in sufficient detail to permit a Design-Builder to submit a letter of interest;
 - (2) Be published in a newspaper of general circulation within the District at least 30 days prior to the deadline for receiving letters of interest; and
 - (3) Be sent by first-class mail to any Design-Builder upon request.
- B. Letters of interest shall be reviewed by the District in consultation with the PCD. The District and the PCD will evaluate prospective Design-Builders based on the information submitted to the District in response to the request for letters of interest.

- C. The District shall select at least three prospective Design-Builders, except that if only two Design-Builders have submitted letters of interest, the District shall select at least two prospective Design-Builders. Such selected Design-Builders shall be considered prequalified and eligible to receive and respond to the RFP.
- D. The District and PCD shall use the following standards when selecting which prospective Design-Builders to prequalify: capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; experience; equipment and facilities; promptness, and the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.

3. Procedures for the preparation and content of RFPs.

- A. The District, with the help of the PCD, shall prepare the RFP, which shall contain:
 - (1) The identity of the school district for which the project will be built and will execute the Design-Build Contract;
 - (2) A copy of this Design-Build Contract Policy and all other policies adopted by the District relating to the DB Contract;
 - (3) The proposed terms and conditions of the DB Contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the Design-Builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
 - (4) A project statement which contains information about the scope and nature of the project;
 - (5) Project Performance Criteria;

- (6) Budget parameters for the project;
- (7) Any bonds or insurance required by law or as may be additionally required by the District;
- (8) The criteria for evaluation of Proposals and the relative weight of each criterion;
- (9) A requirement that the Design-Builder provide a written statement of its proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;
- (10) A requirement that the Design-Builder agree to the following conditions:
 - (i) An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
 - (ii) At the time of the design-build offering, the Design-Builder will furnish to the Board a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;
 - (iii) The architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the Design-Builder prior to the completion of the project without the written consent of the Board;
 - (iv) A Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will: (a) comply with the NEARA by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and
 - (v) The rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the

NEARA and rules and regulations adopted under the Act; and

(11) Other information the District chooses to require.

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

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

4. Procedures for preparing and submitting Proposals.

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

5. Procedures for evaluating Proposals.

- A. The District may only proceed to negotiate and enter into a DB Contract if there are at least two proposals from prequalified Design-Builders.
- B. The District shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the District. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a design-builder under the Act, and (5) a resident of the District other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this

subsection shall not be employed by or have a financial or other interest in a design-builder who has a proposal being evaluated and shall not be employed by the District or the school's architect or engineer.

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

- (1) The financial resources of the 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)**.

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

The records of the selection committee in evaluating proposals and making recommendations shall be

considered public records for purposes of NEB. REV. STAT. § 84712.01.

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

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

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

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

- A. Definitions.
- (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the District to another party or by the failure of the District to award a contract to such actual or prospective bidder.
 - (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.
- B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the design-builder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:
- (1) The name and address of the interested party;
 - (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
 - (3) A detailed statement of reasons for the protest;
 - (4) Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
 - (5) The action(s) the protestor desires the school district to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The school district shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded,

unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the District.

- C. **Authority to Resolve Protests.** Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.
 - D. **Board Appeal Procedures.** Any interested party protester, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. The school district board of education shall consider the Decision of the Superintendent and shall make the final decision on the protest. The school district board of education's decision shall be final.
- 8. Refinements and Changes.** A DB Contract may be conditioned upon later refinements in scope and price and may permit the District, in agreement with the Design-Builder, to make changes in the project without invalidating the DB Contract. Later refinements shall not, however, exceed the scope of the project statement contained in the RFP.

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

Adopted on: August 10, 2020

Revised on: July 12, 2021

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,
- ~~2.3.~~ Approved vendors/contractors that have access to personal information or personally identifiable information,
- ~~3.4.~~ Staff members with access to district devices,
- ~~4.5.~~ 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.

1.2. The District will contact its cyber or relevant data breach insurance provider -in the event of a suspected breach.

2.3. 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.

3.4. This investigation will include, but not be limited to, an assessment of what software, hardware, and physical documents were accessed; which District personnel had access to the compromised data; and what specific data was compromised.

B. Notification of Effected Individuals

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

C. Notification of Law Enforcement and Outside Organizations

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

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Adopted on: August 10, 2020

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 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 district's programs or activities, or in regards to admission or employment. Any person may report sex discrimination, including sexual harassment. This report must be made by any means to the district's Title IX Coordinator whose contact information can be found on the district's website and in the district's student and staff handbooks. Any other inquiries regarding the application of this policy should be referred to the Title IX Coordinator.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3057

Title IX

Nondiscrimination. The school district does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates including in admission and employment. Inquiries about Title IX may be referred to the school district's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. The school district's Title IX Coordinator may be contacted at Title IX Coordinator, 1001 M Street, Franklin, NE 68939, christie.stratman@fpsflyers.org, (308)425-6283. The school district's nondiscrimination policy and grievance procedures are included this policy, or can be accessed at: www.fpsflyers.org. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator.

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

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

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

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

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

Complaint means an oral or written request to the school district that objectively can be understood as a request for the school district to

investigate and make a determination about alleged sex discrimination under Title IX.

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

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

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

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

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

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

- Other sex-based harassment in the school district's education program or activity.

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

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

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

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

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

Dating violence meaning violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined

based on a consideration of the length and type of relationship and the frequency of interaction between the persons involved in the relationship;

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

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

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

Response to Sex-based Harassment.

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

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

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

- Offer and coordinate supportive measures for the complainant and for the respondent;
- Notify the complainant or the individual who reported the conduct of the grievance procedures and, if appropriate, the informal resolution process.
- Take other appropriate steps to avoid the recurrence of sex discrimination and restore or maintain equal access to the school district's programs and activities.

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

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

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

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

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

Informal Resolution. The school district may offer an informal resolution process unless the complaint includes allegations that an employee engaged in sex-based harassment of a student or informal resolution would be contrary to law. Prior to initiating informal resolution, the parties will be provided with notice of the allegations. Participation in informal resolution is voluntary, and any informal resolution will include consent from the complainant and respondent, the ability to withdraw from the process, and the right to resume the grievance

process. If an agreement is reached, it precludes the parties from initiating or resuming the grievance process.

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

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

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

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

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

- The complainant's request not to proceed with the initiation of a complaint;
- The complainant's reasonable safety concerns regarding the initiation of a complaint;
- The risk that additional acts of sex discrimination would occur if a complaint is not initiated;
- The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;

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

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

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

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

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

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

Investigation	1-30
Determination	1-30
Appeal	1-20

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

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

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

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

Relevant and Permissible Evidence. The school district will consider relevant and permissible evidence. Relevant evidence is evidence related to the allegations of sex discrimination under investigation as part of the grievance procedure. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred,

and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.

Generally relevant evidence is permissible, but does not include:

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

Determining Whether Sex Discrimination Occurred. The school district will:

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

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

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

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

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

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

Appeal. The school district will provide the parties the opportunity to appeal the decisionmaker's written determination or a dismissal of a complaint, on the grounds identified below. The school district will implement appeal procedures equally for the parties, including a reasonable and equal opportunity to make a statement in support of or challenging the outcome

being appealed. Appeals under Title IX, like other comparable proceedings, will be handled consistent with the school district's general complaint policy.

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

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

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

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

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

Superintendent Authorized to Contract. The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the school district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

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

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

Adopted on: August 10, 2020

Reviewed on: July 15, 2024

Revised 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., “Bulldog Wrestling”), or any of its programs, classes or entities will be considered to be an account that is used exclusively for the school district’s business purpose. Staff members may not use “official” accounts for personal use.
2. Staff ~~may be~~ required to provide their supervising administrator with the username and password to school-affiliated social media accounts.
3. Staff may be required to interact with specified individuals on school-affiliated social media accounts.
4. When staff use school-affiliated social media accounts to comment on school-related matters, they do not do so as private citizens and are therefore not entitled to First Amendment protections. 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 instructional purposes.~~

~~2.1.~~ Staff may use social media for school-related communication with fellow educators, ~~students,~~ parents, and patrons. Student communication must be consistent with the district's professional boundaries policies and expectations.

~~3.2.~~ 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 ~~not~~ never access obscene or pornographic material while at school, on school-owned device or on school-affiliated social media accounts.

2. Staff shall not engage in any illegal activities, including the downloading and reproduction of copyrighted materials.

3. Staff shall not access social media networking sites such as Facebook, ~~TwitterX,~~ and Instagram, Snapchat, and TikTok on school-owned devices or during school time unless ~~such access is for an educational activity which has been preapproved by the staff member's immediate supervisor~~ 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 ~~words or phrases~~;
- 3.4. Advocates, promotes, or encourages the use of drugs, alcohol, or other prohibited substances;
- 4.5. Incites or is reasonably anticipated to incite violence, illegal activity, or a material and substantial disruption to school operations or activities; or
- 5.6. 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: _____

Revised on: _____

Reviewed on: _____

4051

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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., “Flyer Football”), 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.
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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.

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3. Teachers should integrate the use of electronic resources, which may include social media, into the classroom. As the quality and integrity of content on social media is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter.

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1. Staff shall not access obscene or pornographic material while at school, on school-owned device or on school-affiliated social media accounts.
2. Staff shall not engage in any illegal activities, including the downloading and reproduction of copyrighted materials.
3. Staff shall not access social media networking sites such as Facebook, Twitter, and Instagram on school-owned devices or during school time unless such access is for an educational activity which has been preapproved by the staff member's immediate supervisor. This prohibition extends to using chat rooms, message boards, or instant messaging in social media applications and includes posting on social networking sites using personal electronic devices.

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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.

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

1. Is obscene, lewd, or appeals to prurient interests;
2. Contains information relating to a student matter or personnel matter which is protected under or prohibited by state or federal law;
3. Contains threatening, harassing, or discriminatory words or phrases;

4. Incites or is reasonably anticipated to incite violence, illegal activity, or a material and substantial disruption to school operations or activities; or
5. Contains any other threat to the safety of students and staff.

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

Adopted on: August 10, 2020

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. Unless otherwise provided for in the superintendent's employment contract, the first year evaluations should take place (1) at or prior to the **October** board meeting, and (2) at or prior to the **January** board meeting. Annual evaluations shall generally take place ~~at a board meeting held~~ during the month before the date in the superintendent's employment contract by which the board must notify the superintendent of its intention to consider the nonrenewal or amendment of the contract. In the absence of such a contract provision, the annual evaluation should take place at or prior to the March board meeting. The Superintendent shall remind the Board members in writing at least 45 days before the date of each upcoming evaluation and shall make his evaluation an agenda item for the board meeting.

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~~ 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: _____

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. Unless otherwise provided for in the superintendent's employment contract, the first year evaluations should take place (1) at or prior to the October board meeting, and (2) at or prior to the January board meeting. Annual evaluations shall take place at a board meeting held during the month before the date in the superintendent's employment contract by which the board must notify the superintendent of its intention to consider the nonrenewal or amendment of the contract. In the absence of such a contract provision, the annual evaluation should take place at or prior to the March board meeting. The Superintendent shall remind the Board members in writing at least 45 days before the date of each upcoming evaluation and shall make his evaluation an agenda item for the board meeting.

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. 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.

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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: August 10, 2020

Revised on: _____

Reviewed on: _____

4059 Behavioral and Mental Health Training

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

4059
Behavioral and Mental Health Training

All public school employees who interact with students and any other appropriate personnel are required to complete at least one hour of behavioral and mental health training with a focus on suicide awareness and prevention training every year. The 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.

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: August 10, 2020

Revised on: July 17, 2023

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

Commented [1]: This sample list is very liberal in what the school considers "excused." Schools that adopt this sample list will have very few students who accrue many "unexcused" absences. Boards may eliminate any of these categories of excused absence except for illness documented by a physician, suspension/expulsion and severe weather. Boards may also add additional requirements before an absence will be excused (e.g. require funeral card to verify family funeral, etc.)

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

Commented [2]: The board may select any number of unexcused absences to trigger the notification and meeting requirements.

When a student is absent more than twenty days per year or the hourly equivalent and any portion of the absences is unexcused, the Attendance Officer may/~~must~~ 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/~~must~~ file a report with the appropriate county attorney.

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

When a student receives [X] unexcused absences or the hourly equivalent in any semester, the student shall be required to make up those absences

through attendance in [insert program]. Absences shall be made up at a rate of [insert rate.]

Adopted on: _____

Revised on: _____

Reviewed on: _____

5001

Compulsory Attendance and Excessive Absenteeism

Required Attendance

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

Mandatory Attendance Age

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

Exceptions

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

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

Discontinuing Enrollment – 5 Year Old Students

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

Discontinuing Enrollment – 16 and 17 Year Old Students

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

Only children disenrolling to attend 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 (2) 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

Excessive Absenteeism

When a student receives 5 unexcused absences or the hourly equivalent in any semester, the Attendance Officer will follow the attached procedure for addressing barriers to the student's attendance.

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

Career/Job Shadowing

Students will be granted one (1) Career/Job Shadowing day during their 12th grade year. This will not count against their ten (10) days provided the following criteria is met:

1. Coordinate with the Guidance Counseling Office
2. Appointment is made with employer at a minimum of 10 days prior to job shadowing.
3. Signed Parental Permission Slip is turned into the office at a minimum of 7 days prior to Job Shadowing
4. Student has all work completed as evidenced by the completed make up slip turned into the high school office prior to Job Shadowing.
5. Students on the down list will not be granted a job shadowing day.

College Visits

Students will be granted a total of two (2) College Visit days to be used during either their 11th or 12th grade year. This will not count against their ten (10) days provided the following criteria is met:

1. Signed Parental Permission Slip turned into the office at a minimum of 7 days prior to the college visit.
2. Students have all work completed as evidenced by the completed make up slip turned into high school office prior to the college visit.
3. Students on the down list will not be granted a college visitation day.

Other absences as determined by the principal or the principal's designee.

Not School Excused

Absences that are not school excused may result in a report to the county attorney and may be classified as follows:

Parent acknowledged absences are those in which the parent communicated with the school in the prescribed manner that the child is absent and is the parent's responsibility for the extent of the school day. This includes, but is not limited to, illness (**Not Documented i.e. (no doctor's note after two (2) consecutive days)**), vacations, **parent approved reasons (i.e. calling the school and asking to excuse the student for the day with no other explanation, or going to conventions and/or sales)**, and **undocumented** medical appointments.

Other absences are those in which the parent has not communicated a reason for the student's absence.

Excessive Absenteeism

When a student has excessive absences, the following procedures shall be implemented:

After five (5) days of unexcused absences or ten total days of absences, parents will be notified by mail, and the student will be referred to the MTSS (Multi-Tiered System of Support) Team.

Exceptions may be made for extenuating medical circumstances by the administration.

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

Students with excessive absences may be withheld from participating in extra-curricular activities.

Tardiness

Classes begin at 8:00 am and the teacher will take attendance and lunch count at this time; therefore, it is essential that your child be on time. Students who arrive late to school must stop by the high school office and obtain a pass. Bus students will not be counted tardy if the bus is late for any reason.

Tardy vs Absent

A student 10 minutes late to class or less will be counted as tardy. A student later than 10 minutes late to class, will be counted as absent (unexcused)

Tardies to School

Each student will be allowed three (3) tardies per quarter before disciplinary action is taken. On the fourth (4) and each subsequent tardy after that the student will be assigned a 9th hour detention. If a student receives more than nine tardies, a conference will be scheduled with the parent(s), student, and administration in order to determine what course of action to take in order to prevent future tardies. Further violations may result in student suspension.

Tardies to Class

Students have a sufficient time period between classes to make it to their next assigned class on time. Students will be considered tardy to class if they are not in their assigned classroom when the tardy bell rings, unless they have a pass from the teacher who detained them. Specific tardy guidelines once the students are in the classroom doorway are at the discretion of the classroom teacher. **As with tardiness to school**

students will be allowed three (3) tardies per quarter before disciplinary action is taken. On the fourth (4) and each subsequent tardy after that the student will be assigned a 9th hour detention. If a student receives more than nine tardies, a conference will be scheduled with the parent(s), student, and administration in order to determine what course of action to take in order to prevent future tardies. Further violations may result in student suspension.

Repeated Tardies to School or a Particular Class

When a student accumulates four (4) tardies for any one class period it will be the equivalent of a full absence for that class period (4 tardies = 1 absence; 8 tardies = 2 absences, etc.). This is in conjunction with "Article 4 – Attendance" in the student handbook. Additional remedies for tardiness may include making up time in detention and/or the restriction of off-campus lunch privileges (seniors).

Absence Procedures

In its Student Information System, the District may identify many different codes that provide greater definition to the circumstances of a child's absence, but all of the codes need to be identified to parents and students as fitting into one of the above defined absence circumstances.

A student will not be allowed to enter class after an absence until an admit slip, based upon a written or verbal parental excuse, is issued by the Principal's office.

For excused absences (i.e. illness, or family funerals), two (2) school days will be allowed to make up work for each day missed, with a maximum of 10 days allowed to make up work.

Make-up Work

Written make-up work may be assigned for each day missed regardless of the type of absence. If make-up work is not completed, students will receive no credit for the work required. As a general rule, students will be given two (2) calendar days for each day they were absent to make up the work.

The student has the responsibility to contact teachers, initially, regarding make-up assignments. Assignment sheets will be sent only for extended absences through the main office. Generally, assignment sheets will not be

sent out until after three (3) days of absence. If the parents or students have concerns prior to the three (3) days, they are encouraged to contact the teacher or the principal's office.

For excused absences, two school days will be allowed to make up the work for each day missed with a maximum of ten (10) days allowed to complete make up work. If requested, assignment sheets will be prepared for students who are ill. If parents or students request assignment sheets the school should be contacted by no later than 10:00 a.m.

For unexcused absences, the student may receive a failing mark for or in each class period missed if the work is not completed in the timeframe designated by the principal.

Attendance is Required to Participate in Activities

Students must attend school all day the day of any scheduled school activity in order to participate in the activity. Students must also attend school all day the day before a weekend or school break in order to participate in the activity being held during that weekend or school break. This includes athletic contests, practices and dances. Failure to attend will result in a student being withheld from participation in the activity. The Principal retains the right to grant participation should exceptional circumstances prevail.

Truancy

A student who engages in unexcused absences may be considered truant as per state law. Truancy is a violation of school rules. The consequence of truancies may include grade reduction in classes, disciplinary action up to expulsion and referral to the county attorney for compulsory attendance violations.

Adopted on: August 10, 2020

Revised on: July 15, 2024

Reviewed on: _____

5002 Admission of Students

Students shall be admitted to the school district who are required by law to be enrolled or are permitted to enroll by law or board policy.

- ~~• legal residents of the school district or otherwise entitled by Nebraska law to attend the schools of the district tuition-free;~~
- ~~• approved for option enrollment pursuant to policy;~~
- ~~• approved as foreign exchange students pursuant to policy;~~
- ~~• legal residents of a district that has contracted with this district for their educational services;~~
- ~~• statutorily entitled to attend the schools of the district on a part-time basis pursuant to policy; or~~
- ~~• out-of-state students who have been enrolled pursuant to policy.~~

Students who have been placed in a foster home within the school district are not residents of the district and will not be permitted to enroll unless the district has received a written determination from the Nebraska Department of Health and Human Services that it is in the best interests of the student not to attend his or her district of residence.

Prior to enrolling any student who is a ward of the state of Nebraska or a ward of any court, the district will ask to review a completed copy of the "Education Court Report Form" promulgated by the Nebraska Supreme Court's Commission on Children and Families in the Courts – Education Sub-Committee. If there is no such completed form, district staff will offer assistance to the appropriate responsible individual in securing the information necessary to complete the form as part of the district's enrollment process.

Except in adult education classes or when otherwise required by law, no student who is of 21 years of age or older, or who has earned a high school diploma or its equivalent will be allowed to be enrolled in or continue to attend school in the district.

Students who seek to enroll in the district must comply with each board policy, state statute and regulation that applies to their situation. Grade level placement will be determined in accordance with district policy.

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

5002

Admission of Students

Students shall be admitted to the school district who are:

- legal residents of the school district or otherwise entitled by Nebraska law to attend the schools of the district tuition-free;
- approved for option enrollment pursuant to policy;
- approved as foreign exchange students pursuant to policy;
- legal residents of a district that has contracted with this district for their educational services;
- statutorily entitled to attend the schools of the district on a part-time basis pursuant to policy; or
- out-of-state students who have been enrolled pursuant to policy.

Students who have been placed in a foster home within the school district are not residents of the district and will not be permitted to enroll unless the district has received a written determination from the Nebraska Department of Health and Human Services that it is in the best interests of the student not to attend his or her district of residence.

Prior to enrolling any student who is a ward of the state of Nebraska or a ward of any court, the district will ask to review a completed copy of the "Education Court Report Form" promulgated by the Nebraska Supreme Court's Commission on Children and Families in the Courts – Education Sub-Committee. If there is no such completed form, district staff will offer assistance to the appropriate responsible individual in securing the information necessary to complete the form as part of the district's enrollment process.

Except in adult education classes or when otherwise required by law, no student who is of 21 years of age or older, or who has earned a high school diploma or its equivalent will be allowed to be enrolled in or continue to attend school in the district.

Students who seek to enroll in the district must comply with each board policy, state statute and regulation that applies to their situation. Grade level placement will be determined in accordance with district policy.

Adopted on: August 10, 2020

Revised on: _____

Reviewed on: _____

5003 Admission of Part-Time Students

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

Eligibility and Application for Enrollment. ~~The parent or guardian of an exempt school student who is~~A student may be eligible for part-time enrollment if the student:

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

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

Limitations Based on Resources. The part-time enrollment of ~~exempt school~~ students is subject to limitations ~~established by the district~~ for grades, classes, courses, and programs based on the limited resources available to the school district. Full-time students shall be given priority for enrollment in grades, classes, courses, and programs.

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

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

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

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

[OPTION 2: accredited private school students can participate]. Students who are enrolled in a private, denominational, or parochial school may not participate in extracurricular sports and activities sponsored by the school district if they participate in extracurricular sports and activities ~~offered by~~ that any other public, private, denominational, or parochial school. Any such students who desire to participate in extracurricular sports and activities regulated by an athletics or activities association in which this school district

is a member must be enrolled in 5 credit hours in this school district to participate. [Choice A: let them participate non-regulated activities without enrolling in classes] Students seeking to participate in extracurricular sports and activities not regulated by such an entity may participate without enrolling in any classes at the school district but must still fill out the application form. [Choice B: require some number of credit hours from the district to participate in non-regulated activities]. Students seeking to participate in extracurricular sports and activities not regulated by such an entity may only participate if they enroll in at least [Insert your number here] credit hours on a part-time basis.

Exempt school students may only participate in extracurricular sports and activities if they are enrolled in at least 20 credit hours per semester and enrolled in the number of credit hours at this school district set out below, ~~with at least 5 credit hours of enrollment in the public school district.~~ Exempt school students are not eligible to participate in extracurricular sports and activities sponsored by the school district if they participate in any sport or activity sponsored by any other public, private, denominational, or parochial school. Any such students who desire to participate in extracurricular sports and activities regulated by an athletics or activities association in which this school district is a member must be enrolled in 5 credit hours in this school district to participate. [Choice A: let them participate non-regulated activities without enrolling in classes] Students seeking to participate in extracurricular sports and activities not regulated by such an entity may participate without enrolling in any classes at the school district but must still fill out the application form. [Choice B: require some number of credit hours from the district to participate in non-regulated activities]. Students seeking to participate in extracurricular sports and activities not regulated by such an entity may only participate if they enroll in at least [Insert your number here] credit hours on a part-time basis.

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

Transportation. Part-time school students are not entitled to transportation or reimbursement for transportation to and from the school for class attendance purposes, unless required by law. Eligible part-time students are

entitled to transportation to and from practices and extracurricular events to the same extent as the school district's full-time students, but part-time students must arrange their own transportation and arrive timely to the designated pick-up point for such transportation.

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5003

Admission of Part-Time Students

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

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

Limitations Based on Resources. The enrollment of exempt school students is subject to limitations established by the district for grades, classes, courses, and programs based on the limited resources available to the school district. Full-time students shall be given priority for enrollment in grades, classes, courses, and programs.

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

Grades and Academic Honors. Exempt school students shall receive grades, report cards, and transcripts, but shall not be eligible to graduate, receive a diploma or qualify for class ranking unless they meet all district

requirements for such including earning a sufficient number of credit hours and semesters of attendance.

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

Extracurricular Sports and Activities. Students who are enrolled in a private, denominational or parochial school may not participate in extracurricular sports and activities sponsored by the public school district if they participate in extracurricular sports and activities offered by the private, denominational or parochial school. Exempt school students may participate in extracurricular sports and activities if they are enrolled in at least 20 credit hours per semester, with at least 5 credit hours of enrollment in the public school district. All part-time students must also meet all other eligibility requirements set by the board, administration and coach/sponsor prior to participating and for continued participation in the sport or activity. This includes all eligibility and other requirements of the Nebraska School Activities Association and any other governing bodies for the activity.

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

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

Adopted on: August 10, 2020

Revised on: July 17, 2023

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 Policy 5108—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: _____

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.

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: August 10, 2020

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.

[OPTION 1] For purposes of the district's compliance with state and federal law, and subject to the limitations in the paragraph above, the district "maintains" only those student records which are reduced to paper or physical format and placed within a student's file in the district's central offices or in the file pertaining to the student's special education or Section 504 services. Records which can be printed in paper form must be printed in order to be "maintained." Other records such as video recordings, which constitute student records, must be reduced to a physical medium in order to be "maintained." For example, a video must be put on a compact disk or other compatible hardware and placed within the student's file to be "maintained."

[OPTION 2] 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 _____ **[INSERT YOUR SYSTEM, E.G. POWERSCHOOL, INFINITE CAMPUS, ETC.]**

[OPTION 3] For purposes of the district's compliance with state and federal law, and subject to the limitations in the paragraph above, the district "maintains" as "student records" all records, files, and documents which are located in any format and within any storage unit of the district, whether in hard copy, digital, or otherwise.

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: _____

5016

Student Records

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

For purposes of the district's compliance with state and federal law, 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: August 10, 2020

Revised on: _____

Reviewed on: _____

5031 Student Appearance

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

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

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

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

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

Cultural and Religious Attire. Students are allowed to wear religious attire, adornments, and other attire associated with race, national origin or religion, or tribal regalia. Additionally, students are permitted to wear natural and protective hairstyles including but are not limited to braids,

locks, twists, tight coils or curls, cornrows, Bantu knots, afros, weaves, wigs, or head wraps.

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

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5031
Student Appearance

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

Adopted on: August 10, 2020

Revised on: _____

Reviewed on: _____

5034
Handbooks

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

Adopted on: August 10, 2020

Revised on: _____

Reviewed on: _____

Student Cell Phone and Other Electronic Devices

To promote a focused, respectful, and distraction-free learning environment, Franklin Public Schools has established the following guidelines for student cell phone use during the school day:

By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when permitted by law. Students may not have cell phones or electronic devices on while they are in locker rooms, restrooms, or any other area in which others may have a reasonable expectation of privacy.

When Cell Phone Use Is Allowed

Students may use their cell phones only during the following times:

- **Between class periods**
- **During their scheduled lunch period**

At all other times, phones must be stored securely in **Calc Pals** at the start of each class. Phones must remain in their designated locations for the entire class period unless a teacher explicitly authorizes their use for instructional purposes or in the event of an emergency.

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

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

Students shall not use electronic devices for:

- (a) activities which disrupt the educational environment;
- (b) illegal activities in violation of state or federal laws or regulations;
- (c) unethical activities, such as cheating on assignments or tests; or
- (d) recording others (photographs, videotaping, sound recording) in an educational environment, without direct administrative approval and consent of the person(s) being recorded, other than recording of persons participating in school activities that are open to the public.

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

Unauthorized Use and Consequences

Use of a cell phone outside of approved times or without staff permission will result in the following disciplinary actions:

- **1st Offense:**
The teacher will confiscate the phone and deliver it to the primary office.
The student may retrieve the phone **after 4:00 PM**.
- **2nd Offense:**
The phone will be sent to the office.
A parent or guardian must pick up the phone **in person after 4:00 PM**.
- **3rd Offense:**
The student will lose the privilege of bringing a phone to school during the hours of **8:00 AM to 4:00 PM**.

Students who violate this policy may be subject to further disciplinary action at the discretion of school administration, which could include consequences up to and including suspension or expulsion.

Students are expected to respond respectfully and promptly when asked to turn over their phone. In the event of an emergency or urgent communication, families should contact students through the school's main office during school hours. This policy is in place to promote personal responsibility, minimize distractions, and support academic achievement. We appreciate the cooperation of students and families in helping to maintain a positive and productive school environment.

Adopted on: August 10, 2020

Revised on: _____

Reviewed on: _____

6025
Student Cell Phone and Other Electronic Devices

[THIS POLICY CONTAINS SEVERAL OPTIONS. THERE ARE MORE PERMISSIVE OPTIONS AND MORE RESTRICTIVE OPTIONS. YOU SHOULD SELECT AND MAKE ANY NECESSARY CHANGES TO ONLY ONE OPTION AND DELETE THE REST]

(USE AT SCHOOL OPTION)

Students may use cell phones or other electronic devices while at school, so long as they do so safely, responsibly and respectfully and comply with all other school rules while using these devices.

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

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

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

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

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

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

(ONLY BEFORE/AFTER SCHOOL AND DURING PASSING AND LUNCH OPTION)

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

Students may use cell phones or other electronic devices on school sidewalks and in the common areas of the school before and after school, during passing periods, and during lunch so long as they do not create a distraction or a disruption and comply with all other policies and handbook provisions.

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 while they are in locker rooms, classrooms, or restrooms. During school hours student cell phones or electronic devices must remain in lockers, backpacks, or be locked in a personal vehicle. Students may use cell phones or other technology in classrooms only with the express permission of the classroom teacher.

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 to do so from the driver or other adult responsible for their supervision.

Students shall be personally and solely responsible for the security of their cell phones and pagers. The district is not responsible for theft, loss or damage of a cell phone or any calls made on a cell phone.

Students who violate this policy 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.

(YONDR BAG OR OTHER STORAGE SYSTEM OPTION)

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

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

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

Students may not use cellular phones in any classroom unless deemed appropriate by a student's education team. [INSERT YOUR STORAGE SYSTEM HERE; FOR EXAMPLE: The District will provide each student with a Yondr bag, and students must lock their cellular phone in the Yondr bag upon entering a classroom. The student may unlock the bag upon exiting the classroom at the end of the class period.]

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

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

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

Students who violate this policy may have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after meeting with the parent or guardian to discuss the rule violation. Students who violate this

policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.

(COMPLETE BAN OPTION)

Students may NOT use cellular phones or other electronic devices while at school during school hours.

Any student who is found to be in possession of any cellular phone, or other electronic device (AirPods, personally-owned tablet, gaming device, etc.) during school hours is in violation of this policy and the student code of conduct.

Staff who discover students in possession of a cellular phone or electronic device while at school during the school day will immediately confiscate the device and turn it into the administration.

In addition to the disciplinary consequences imposed, a parent or legal guardian of the offending student must pick up the confiscated devices from the office in person. The administration will return the device to the parent or guardian, after meeting with the parent or guardian to discuss the rule violation.

Students who repeatedly violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including expulsion.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6025

Student Cell Phone and Other Electronic Devices

Students may use cellular phones or other electronic devices while at school, so long as they do so safely, responsibly and respectfully and comply with all other school rules while using these devices. Phones are required to be placed in teacher designated areas while in class and/or study halls.

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

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

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

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

Students shall not use electronic devices for: (a) activities which disrupt the educational environment; (b) illegal activities in violation of state or federal laws or regulations; (c) unethical activities, such as cheating on assignments or tests; or (d) recording others (photographs, videotaping, sound recording, etc.) without direct administrative approval and consent of the person(s) being recorded, other than recording of persons participating in school activities that are open to the public.

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

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

Adopted on: August 10, 2020

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: _____

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.

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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.

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Adopted on: August 10, 2020

Revised on: July 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: _____

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:

Sport/Team	Designation
Football	Male
Volleyball	Female
Cross Country	Male and Female Teams
Golf	Male and Female Teams
Basketball	Male and Female Teams
Wrestling	Male and Female Teams
Track	Male and Female Teams
Track and Unified Track	Male, Female, and Coed Teams
Bowling and Unified Bowling	Male, Female, and Coed Teams
Baseball	Male
Softball	Female
[INSERT ALL OF YOUR SPORTS]	

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: _____

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Sport/Team	Designation
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Volleyball	Female
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Golf	Male and Female Teams
Basketball	Male and Female Teams
Wrestling	Male and Female Teams
Track	Male and Female Teams

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.

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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 supports for academic and behavioral success.

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

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

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

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

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: _____

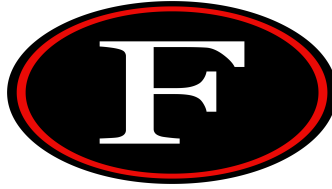
Revised on: _____

Reviewed on: _____

**ELEMENTARY
PRINCIPAL
REPORT**
FROM MRS. SIMMONS

July 2025

90 Day Plan	Leadership Philosophy: As principal of Franklin Elementary, I believe strong leadership begins with meaningful relationships—with students, staff, and families. I strive to create an environment where everyone feels safe, valued and connected, because belonging drives learning. I'm committed to high-quality, engaging instruction and supporting teachers so all students can thrive. Through clear goals, reflective practice, and collaboration, we grow together. Leadership is about service, not position. I aim to lead with integrity, clarity, and a deep belief in the potential of every learner. Commitment and Goals: 1: Relationships 2: Foster a Safe and Inclusive School Climate 3: Support High-Quality Instruction 4. Lead with Purpose and Transparency Phase 1: Pre-Entry (Days 1-14) 1. Initial Research and Preparation (Organizational Leadership)
Actions	● Onboarding ● Staff letters ○ Scheduling One-on-One Conversations ● Reviewing schedule ● Interviews ● Admin planning meetings



6th - 12th Principal Report
Mrs. Christie Stratman
July 2025

Class Scheduling and Registration

Ms. DeJonge, Mrs. Kahrs, and I collaborated to develop a revised student schedule for the 2025–2026 school year and completed registration for all students. As part of our ongoing efforts to support academic achievement, we introduced a new 30-minute period between the 7th and 8th hour called “Maintenance.” This dedicated time is designed to provide targeted academic support for students who are struggling in their classes.

Students with a grade of 60% or lower in any subject will be required to use this time to work directly with the corresponding teacher until their grade improves to a passing level. Those who are passing all of their classes will be able to use the Maintenance period as a structured study hall, allowing them to complete homework, review material, or seek extra help as needed.

To further encourage student engagement and accountability, we plan to offer small incentives to recognize and reward students for utilizing this time productively. This new structure is aimed at fostering a more supportive academic environment and ensuring that all students have the opportunity to be successful.

Cell Phone Policy Changes:

Franklin Public Schools Student Cell Phone Policy – Board Report Summary

Franklin Public Schools has implemented a student cell phone policy designed to support a focused, respectful, and distraction-free learning environment. Under this policy, students are permitted to use their phones only between class periods and during their scheduled lunch period. At all other times, phones must be stored securely in the classroom, Calc Pals and remain there for the entire class period, unless a teacher authorizes their use for instructional purposes or in the event of an emergency. Cell phone use is strictly prohibited in bathrooms and locker rooms at all times.

To ensure consistency and accountability, unauthorized use of a cell phone will result in a progressive disciplinary response. For the first offense, the phone is confiscated and delivered to the principal’s office. The student may retrieve it after 4:00 PM. A second offense requires a parent or guardian to pick up the phone in person after 4:00 PM. After a third offense, the student will lose the privilege of bringing a phone to school between 8:00 AM and 4:00 PM.

Continued violations may lead to further disciplinary action and an extended loss of phone privileges.

Students are expected to respond respectfully and promptly when asked to turn over their phone. Refusal to comply may result in additional consequences. In the case of emergencies or urgent communication needs, families are encouraged to contact students through the school's main office during the school day.

This policy emphasizes personal responsibility, reduces classroom distractions, and promotes academic success. Franklin Public Schools appreciates the continued support of students and families in maintaining a positive and productive school environment.

Drug Testing Policy Change

Section 6: Positive Test Results – Supportive Response Plan

Franklin Public Schools is committed to helping students make healthy choices and learn from their experiences. When a Participant tests positive for illegal substances, the primary goal is to provide education, counseling, and support to help the student grow and re-engage in school and activities in a meaningful way.

Consequences will be applied **consistently throughout the Participant's high school career**, but are designed to support restoration, not punishment. All students will be treated with dignity and compassion throughout the process.

A. First Positive Test

- A restorative conference will be held with the Participant, parent/guardian, counselor, and activity sponsor to develop a **personal growth and accountability plan**.
- The Participant **may continue practicing** and attending team or club meetings.
- **Public performance, competition, or representation privileges** will be temporarily paused for **15 calendar days**.
- This pause may be **reduced to 7 calendar days** if the Participant:
 - Begins and commits to **at least two counseling sessions** with a drug counselor that are at the student's expense and approved in advance by the Drug Program Director (DPC) within the first 7 days.
- Counseling sessions should be scheduled to minimize the need for missed school days whenever possible. However, **up to two excused absences** may be granted for travel

to or from appointments or sessions.

- If no activities are active during the suspension period, the pause will begin with the next activity the student joins.

B. Second Positive Test

- A restorative conference will be held with the Participant, parent/guardian, counselor, and activity sponsor to develop a **personal growth and accountability plan**.
- The Participant will have a **21-calendar-day pause** from all public performances, competitions, and practices.
- The Participant must complete, at their own expense and with approval, **a minimum of four additional counseling sessions** with a DPC-approved counselor.
- Students may **earn early reinstatement** after 14 days if:
 - They attend all counseling sessions,
 - Show consistent school attendance, and
 - Submit a short reflection or recovery plan approved by the DPC.
- If a season ends before the full pause is completed, any remaining time will carry over.

C. Third Positive Test

- A restorative conference will be held with the Participant, parent/guardian, counselor, and activity sponsor to develop a **personal growth and accountability plan**.
- The Participant will have a **90-calendar-day pause** from all extracurricular participation, including practices and performances.
- The Participant will be required to complete **8 counseling sessions** with a DPC-approved provider and attend **monthly check-ins with a school counselor or mentor** during the pause period.
- After 60 days and completion of 6 sessions, the student may petition for early re-engagement, subject to:
 - A clean drug test,
 - A written plan for continued wellness, and

- A recommendation from the counselor or sponsor.
- The full 90 days may be waived after 60 days, provided there is full compliance and demonstrated progress.
- The student is encouraged to remain engaged through **volunteer service**, leadership development, or school support roles during this time.

Ongoing Support and Rebuilding Trust

We believe students can grow and recover from mistakes. After any incident:

- The Participant will be encouraged to take part in **Student Wellness Circles** or peer-led recovery groups.
- The DPC will check in periodically to ensure the student has the resources and support needed to succeed.
- Re-entry plans will be individualized, strengths-based, and future-focused.

Final Note This policy is not about punishment—it is about **prevention, education, and healing**. Our ultimate goal is for every student to feel supported, valued, and equipped to make better decisions moving forward.

Eligibility for Extracurricular Activities

Academic Eligibility and Support Policy To support student achievement and maintain high standards for extracurricular involvement, Franklin Public Schools has established the following academic eligibility policy. This policy is designed to promote accountability, ensure timely academic support, and help students succeed both in the classroom and beyond.

1. Academic Ineligibility

Any student who has a grade of **F (below 60%)** in one or more courses will be considered **ineligible** for participation in **extracurricular activities**, including but not limited to sports, clubs, and school-sponsored events.

2. Downs List (Academic Warning)

Students with a grade in the D range (60%–69%) in any course will be placed on the Downs List. While these students remain eligible for extracurricular activities, they are considered at academic risk and are expected to take steps to improve their performance. Additional support may be recommended or required at the discretion of school staff.

3. Maintenance and Academic Support Requirements for Ineligible Students:

- **Check in with their assigned "Maintenance Leader"** (a designated staff member or academic support personnel) at the beginning of the 2025-2026 "Maintenance" period.
- **Report directly to the class** in which they are ineligible during the designated academic support period or assigned intervention time.
- Remain in the ineligible class **daily** for targeted academic support until their grade reaches a passing level. Attendance and participation during this period are mandatory.

Failure to follow these steps will result in continued ineligibility and may lead to further academic interventions.

ACTIVITIES

05-25-Present	Working on Policy Changes
05/27/25-07/03/25	Summer Credit Recovery for 2 students
06/13/25	Wraparound Team Meeting for student
06/16/25-06/17/25	Inclusive Practices Workshop
07/07/25	Admin Planning Meeting

FRANKLIN PUBLIC SCHOOL

JULY 2025

MRS. SHELLEY KAHR



SUPERINTENDENT'S REPORT

Update on Summer Projects

The custodial summer staff has done a remarkable job in our school. The floors now gleam from their scrubbing and refinishing. The locker rooms and several custodial closets boast new epoxy coatings on the floor, adding a fresh touch. The walls and door trim have been rejuvenated with a fresh coat of paint. Their thorough cleaning and decluttering of almost every room in the building have made a noticeable difference. Their teamwork and dedication are evident in the quality of their work and their pride in the building. A big thank you to Steve, Nate, William, Melissa, Desi, and Cole for their outstanding efforts!

- **Window Install** - The elementary window replacement project is making significant progress and is nearing completion. The next phase involves the hallway windows. Stacey and Steve have been proactive in clearing out the outside commons area, a crucial step in addressing the water issue in that area.
- **Life Skills Room** - The plumbers and electricians have completed most of their work in the Life Skills Room. The walls have been framed and the sheetrock hung, and soon painting will begin. The cabinets, appliances, and other finish products are ready to be installed to finish the project. The project has come along nicely.
- **Parking Lot Repair** - Most of you have noticed that the work on the parking lot has not started. Steve talked with the company this past week, and they assured us it would be completed before August 1st. The project is estimated to take 10 days to complete.
- **Gym Sound and Lighting** - The electricians have completed the necessary work for Yandas to begin the project in the gym. They are planning to be here mid-July to begin.
- **Electrical Panels** - The electricians have started on the electrical panel replacement, as they have worked on the wiring for the stage lighting. This project is not yet complete.
- **Carpeting** - Wilson's Flooring has installed the carpet in the Kindergarten room and the Preschool room. Jan's office will also have carpeting installed once the remodel of that area is completed.

Administrative Team

Our new administrative team has had several meetings to review policies, rewrite policies, and review handbooks. We have been working on plans for our inservices in August and are planning the early out inservices for the year. They have a lot of great ideas for the school year to support our students and teachers.

Budgeting

I started the budgeting worksheet document released on the 1st of the month. I am looking forward to attending the budgeting workshop in North Platte on the 15th for new superintendents. I have participated in a webinar on the new Grant Management System (GMS). Marci does a fantastic job monitoring these grants and utilizing all the funds appropriately and efficiently. I will be attending Administrator Days in Kearney, July 23rd-25th, where budget help will be available as well.

Back to School Bash

FPS will sponsor the Back to School Bash, scheduled for Monday, August 11th. Please let me know if you can help with the food prep and serving again this year.

Certificate

My certificate was approved on 6.20.25!

Meetings or Activities:

Interviews, Meetings with PowerSchool and ESU11 Tech, GMS Training, SPED Meeting, DAC cleanup, Follow-Up bus driver meeting.

Days-9 days in July in the office