

**BOARD OF EDUCATION
YUTAN PUBLIC SCHOOLS**

**High School Media Center
March 10, 2025**

AGENDA

{{Name: Agenda Item Name}}

1. **Call to Order**
2. **Open Meetings Act**

This meeting will be conducted in accordance with the Nebraska Open Meetings Act. The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting at a location accessible to members of the public.
3. **Pledge of Allegiance**
4. **Roll Call**
5. **Excuse Absences of Board Members**
6. **Public Notice**

Per board policy 2008-Meetings, advance notice of all board meetings, other than emergency meetings, shall be publicized 48 hours or more in advance of the meeting in a newspaper of general circulation in the district. Meeting notices may also be posted on the school district website and posted in three prominent places in the school district.

 - **Publication:** The meeting notice was published in the Wahoo Newspaper on Friday, February 28, 2025.
 - **Postings:** The meeting notice was posted at the entrance of Yutan High School, Yutan Elementary School, Yutan Post Office, First State Bank-Yutan, and on the Yutan Public Schools web page on Wednesday, March 5, 2025.
 - **Agenda:** The agenda is kept current and available for public inspection at the Superintendent's office during normal business hours, and is posted on the school website in advance of the scheduled meeting. The agenda may not be altered later than 24 hours prior to the beginning of the meeting. The order of the items on the agenda may be changed by the board at or during the meeting.
7. **Approval of the Agenda**
8. **Public Comments**

Instructions for those who wish to speak during Public Comment:
The Board of Education recognizes the importance of citizen participation in school district matters. In order to assure citizens are heard and board meetings are conducted effectively and in an organized manner, a Public Comment period will be scheduled at some meetings. A Public Comment sign-in sheet is located on the table near the entrance and your name and topic must be entered on the sheet prior to the start of the meeting. If you are planning to speak about a personnel or a student matter involving an

individual, please understand that the district has complaint procedures to address such complaints and concerns. The Board requests that you follow the policy and procedures before commenting on these matters to the Board. Board members will not respond to any questions you ask or comments about individual staff members or students, but may direct your concerns to the appropriate administrator for further review. Each speaker shall be allowed a maximum of five minutes, and not more than twenty minutes will be allowed for a specific topic. Policy 2009-Procedure for Addressing the Board is made available in the meeting room.

Comments:

- Foundation Information:
- Booster Club Information:
- General Public Comments:

9. **Administrative Reports**

Written reports have been submitted from the elementary principal, high school principal, activities director, student services director, and superintendent. Each administrator will make comments on their respective report:

- Elementary Principal
- High School Principal
- Activities Director
- Student Services Director
- Superintendent

10. **Consent Agenda**

The Consent Agenda is used to help the efficiency of the meeting by allowing the Board to approve items such as prior meeting minutes, general business of noncontroversial nature, or routine communication. The Consent Agenda for this meeting includes:

- Minutes from the February 10, 2025 Board Meeting
- Treasurer's Report and Claims

11. **Committee Reports**

Reports from the following committee(s):

- Buildings, Grounds, and Transportation Committee - met on March 4, 2025
- Finance Committee - met on March 7, 2025

12. **Business Items**

12.1. Certified Staff Resignations

The board will consider, discuss, and take all necessary action to approve the resignation(s) of the following certified staff effective upon the conclusion of the 2024-25 school year:

- Mrs. Angie Jennings, Elementary Counselor
- Mr. Matt Gunter, K-12 Vocal Music Teacher

12.2. Certified Staff Contracts

The board will consider, discuss, and take all necessary action to approve contracts for the following new certified staff members for the 2025-26 school year:

- Ms. Abby Craven, 1st Grade Teacher
- Ms. Harleigh Claussen, Family and Consumer Science Teacher

12.3. Closing of Accounts

Per internal discussions leading up to and after the 2023-24 financial audit, the administration is requesting permission to close the following accounts:

- Unemployment Fund
 - Transfer to General Fund (\$16,359.95)
- Student Fee Fund
 - Transfer to Activity Fund (\$9,335.81)
- Employee Benefit Fund
 - Transfer to General Fund (\$38,803.40)

The purpose of closing the accounts is to provide more efficiency in budgeting and monthly accounting, and to align our fund structure to current NDE guidelines and audit standards. The money transferred will be accounted for monthly through internal journal entries and NDE accounting codes. The board will consider, discuss, and take all necessary action to close the accounts.

12.4. Purchase of Mower

The administration is requesting to purchase a new mower from the Depreciation Fund due to frequent and costly repairs to the current unit. The board will consider, discuss, and take all necessary action to approve the purchase of a new mower.

12.5. Review and/or Revise Policies

The following policies are subject to approval and/or revision as part of the monthly policy review process. The policies presented have been reviewed by the Superintendent and are current by state statute, legal specifications, or NDE requirements; or have been revised or new policies presented to be in alignment with state statute, legal recommendation, or state and federal requirements. The board will consider, discuss, and take necessary action to affirm existing policies or approve revised or new policies as presented.

- 3032-Fees for School District Records
- 3033-Terminated by state statute effective 7-1-2024. Will now be listed as "Intentionally Left Blank" in the table of contents.
- 3035-Chain of Command - District Administration
- 3036-Purchasing (Credit) Card Program
- 3037-Petty Cash
- 3039-Threat Assessment and Response
- 3040-School Safety and Security
- 3041-Crisis Team Duties
- 3042-Construction Management At Risk Contracts
- 3043-Design-Build Contracts
- 3044-Incidental or De Minimus Use of Public Resources
- 3045-Use of Sniffer Dogs

13. Discussion and Informational Items

Items for discussion, information, or consideration - no action to be taken:

- Teacher Evaluation Tool/Documents for 2025-26
- Rule 10 Audit and District Visit
- Instructional Time Update

- Superintendent Transition
- Trane vs. Facility Advocates
- Planning for End of the Year Lunch for all staff on Tuesday, May 20, 2025
- Policies for review at the April board meeting:
 - 3046-Animals at Schools
 - 3047-Data Breach Response
 - 3048-Communicable Disease
 - 3049-Drone and Unmanned Aircraft
 - 3050-Technology in the Classroom
 - 3051-Opioid Overdose Prevention and Response
 - 3052-Leasing Personal Property
 - 3053-Nondiscrimination
 - 3054-Law Enforcement Unit
 - 3056-Guest Speakers
 - 3055-School Resource Officers
 - 3057-Title IX
 - 3060-Firearms and Weapons for Non-Students

14. Next Board Meeting

The next regular meeting of the Board is scheduled for xxxix at 6:00pm in the high school media center.

15. Closed Session

The Board of Education is authorized by state statute to hold closed sessions. Closed sessions may be held when clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual.

The Board will enter into Closed Session for the protection of the public interest to discuss collective bargaining negotiations between the Board of Education and the Yutan Education Association.

16. Action From Closed Session

The board will take the necessary action on the following items from Closed Session:

- Negotiated Agreement between the Yutan Public Schools Board of Education and the Yutan Education Association.
- Classified Staff wages and salaries for the 2025-26 school year.

17. Adjournment

84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual conferencing authorized; requirements; emergency meeting without notice; appearance before public body; applicability of section.

(1) Until January 1, 2025:

(a) Except as provided in subsection (10) of this section, each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website.

(ii) In the case of the governing body of a city of the second class or village or such body's advisory committee or the governing body of a rural or suburban fire protection district, such notice shall be published by:

(A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website; or

(B) Posting written notice in three conspicuous public places in such city, village, or district. Such notice shall be posted in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(iv) In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the public body shall (A) post such notice on its website, if available, and (B) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

(d) Each public body shall record the methods and dates of such notice in its minutes.

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) Beginning January 1, 2025:

(a) Except as provided in subsection (10) of this section, each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (2)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committees, such notice shall be given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

(B)(I) Posting to the newspaper's website, if available, and (II) posting to a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper.

(ii) In the case of the governing body of a city of the second class or village, any advisory committee of such governing body, or the governing body of a rural or suburban fire protection district, such notice shall be given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by

a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper;

(B)(I) Posting to the newspaper's website, if available, and (II) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

(C) Posting written notice in three conspicuous public places in such city, village, or district. Such notice shall be posted by the public body in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (2)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(iv) In case of refusal, neglect, or inability of the newspaper to publish the notice, the public body shall (A) post such notice on its website, if available, (B) submit a post on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (C) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(3)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (3)(b) of this section are met:

(i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity;

(ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act;

(iii) The governing body of a public power district having a chartered territory of more than one county in this state;

(iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state;

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

(vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act;

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority; and

(xiii) A natural resources district.

(b) The requirements for holding a meeting by means of virtual conferencing are as follows:

(i) Reasonable advance publicized notice is given as provided in subsections (1) and (2) of this section, including providing access to a dial-in number or link to the virtual conference;

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used;

(iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and

(iv) Except as otherwise provided in this subdivision, subsection (1) of section 70-1014, subsection (2) of section 70-1014.02, or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of (A) an organization created under the Interlocal Cooperation Act that sells electricity or natural gas, (B) an organization created under the Municipal Cooperative Financing Act, (C) a

governing body of a risk management pool and any advisory committee of such governing body, or (D) any advisory committee of any state entity created in response to the Opioid Prevention and Treatment Act, such organization, governing body, or committee may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing.

(4) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(5) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(6) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of subsection (5) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(7) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

(8)(a) Notwithstanding subsections (3) and (6) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsections (1) and (2) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and

record the meeting. Subsection (5) of this section shall be complied with in conducting such meetings.

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsection (5) of section 84-1413.

(9) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (3)(a) of this section may hold a meeting by virtual conferencing if:

(a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body;

(b) No action is taken by the public body at the virtual meeting; and

(c) The public body complies with subdivisions (3)(b)(i) and (ii) of this section.

(10) This section does not apply to a meeting of the Nebraska Power Review Board or a public power district, a public power and irrigation district, an electric membership association, an electric cooperative company, a municipality having a generation and distribution system, or a registered group of municipalities if such meeting is subject to section 70-1034.

Source: Laws 1975, LB 325, § 4; Laws 1983, LB 43, § 3; Laws 1987, LB 663, § 25; Laws 1993, LB 635, § 2; Laws 1996, LB 469, § 6; Laws 1996, LB 1161, § 1; Laws 1999, LB 47, § 2; Laws 1999, LB 87, § 100; Laws 1999, LB 461, § 1; Laws 2000, LB 968, § 85; Laws 2004, LB 821, § 38; Laws 2004, LB 1179, § 2; Laws 2006, LB 898, § 2; Laws 2007, LB199, § 9; Laws 2009, LB361, § 2; Laws 2012, LB735, § 1; Laws 2013, LB510, § 1; Laws 2017, LB318, § 1; Laws 2019, LB212, § 5; Laws 2020, LB148, § 3; Laws 2021, LB83, § 12; Laws 2022, LB742, § 1; Laws 2022, LB908, § 1; Laws 2022, LB922, § 13; Laws 2024, LB287, § 74; Laws 2024, LB399, § 4; Laws 2024, LB1370, § 8.

Note: The Revisor of Statutes has pursuant to section 49-769 correlated LB287, section 74, with LB399, section 4, and LB1370, section 8, to reflect all amendments.

Note: Changes made by LB287 became operative April 17, 2024. Changes made by LB399 became effective July 19, 2024. Changes made by LB1370 became operative July 19, 2024.

Cross References

Emergency Management Act, see section 81-829.36.

Intergovernmental Risk Management Act, see section 44-4301.

Interlocal Cooperation Act, see section 13-801.

Joint Public Agency Act, see section 13-2501.

Municipal Cooperative Financing Act, see section 18-2401.

Opioid Prevention and Treatment Act, see section 71-2485.

Annotations

Under subsection (1) of this section, the Legislature has imposed only two conditions on the public body's notification method of a public meeting: (1) It must give reasonable advance publicized notice of the time and place of each meeting and (2) it must be recorded in the public body's minutes. *City of Elkhorn v. City of Omaha*, 272 Neb. 867, 725 N.W.2d 792 (2007).

An emergency is "(a)ny event or occasional combination of circumstances which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition." *Steenblock v. Elkhorn Township Bd.*, 245 Neb. 722, 515 N.W.2d 128 (1994).

An agenda which gives reasonable notice of the matters to be considered at a meeting of a city council complies with the requirements of this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).

When notice is required, a notice of a special meeting of a city council posted in three public places at 10:00 p.m. on the day preceding the meeting is not reasonable advance publicized notice of a meeting as is required by this section. *Pokorny v. City of Schuyler*, 202 Neb. 334, 275 N.W.2d 281 (1979).

Teacher waived right to object to lack of public notice in board of education employment hearing by voluntary participation in the hearing without objection. *Alexander v. School Dist. No. 17*, 197 Neb. 251, 248 N.W.2d 335 (1976).

A county board of commissioners and a county board of equalization are not required to give separate notices when the notice states only the time and place that the boards meet and directs a citizen to where the agendas for each board can be found. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

A county board of equalization is a public body which is required to give advanced publicized notice of its meetings. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

Notice of recessed and reconvened meetings must be given in the same fashion as the original meeting. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

True notice of a meeting is not given by burying such in the minutes of a prior board proceeding. *Wolf v. Grubbs*, 17 Neb. App. 292, 759 N.W.2d 499 (2009).

An agenda notice which merely stated "work order reports" was an inadequate notice under this section because it did not give interested persons knowledge that plans for a 345 kv transmission line through the district was going to be discussed and voted upon at the meeting. Inadequate agenda notice under this section meant there was a substantial violation of the public meeting laws; however, later actions by the board of directors cured the defects in notice, and such actions were in substantial compliance with the statute. *Hansmeyer v. Nebraska Pub. Power Dist.*, 6 Neb. App. 889, 578 N.W.2d 476 (1998).



Students of the month:



Music Student of the month

Mr. Gunter says: I am pleased to announce that the Student of the Month for March is Amy Stevens. Amy consistently enters the music classroom with a positive attitude and demonstrates a genuine passion for dancing and singing. She effectively follows directions, offers assistance to her peers when needed, and encourages others to participate in singing. Thank you, Amy, for your outstanding contributions to our music classroom. Congratulations Amy!

PE Student of the month

Congratulations Malakai Roza, our March PE student of the month. Mr. Thayer says: Malakai does a Great Job in class. He always works hard on every unit we have and helps other students when he can. He has a high skill level which shows in our activities. Malakai is also a good sport. Win or lose he always says good game and gets fired up for the next competition. Keep up the Awesome work Malakai!

Art Student of the month

Congratulations Mateo Sturgeon, our March Art student of the month Mr. Portis says: Mateo is such an awesome student to work with! Keep up the good work!!

Mindful

Attentive

Talented

Easy going

Outstanding

Computer/Library Student of the month

Mrs. Herman says: Congratulations to Drew Gardner for breaking the fourth grade typing record! He typed 40 words per minute and is currently the fastest typist in his grade. This is a huge accomplishment and we are very proud of him. Great job to you Drew for being focused and determined. Congrats!

Above and Beyond Award

Mrs. Jennings would like to nominate Sarah Osbourne for this month's Above and Beyond award. Mrs. Jennings says: I would like to nominate Sarah Osbourne for Above and Beyond. She works hard keeping the office running smoothly by answering parent phone calls, helping students with band aids, and schedules for parent teacher conferences. She has a positive attitude and is welcoming to our students.

Kindergarten round up

We hosted our Kindergarten round up on February 28th. We had 25 kids attend our round up day. Students started their day at 8:00 and rotated through the below stations. At 10:00, we had our parent meeting and parents picked up students around 11:00.

Craft Station- Mrs. Davis

Purpose: Foster creativity and help kids get used to the school setting.

Activities: Simple name craft

Development - Mrs. Hobza

Purpose: Developmental Skills and Reading Readiness

Activities: Recognize name in print, identify known letters in name/orally spell name, able to copy and write name or need to trace. Following multi-step directions

Math/Number Station- Mrs. Trost

Purpose: Introduce basic number concepts & counting in a hands-on way.

Activities: Counting objects, sorting shapes, or simple matching games.

Letters (identifying/sounds)- Mrs. Eisenreich

Purpose: Introduce basic letter concepts in a hands-on way.

Activities: Roll and Read letters and picture sound matching

Social play- Mrs. Gardner

Purpose: Communication, social interactions, and turn taking

Activities: Memory, Tic-tac-toe bag toss, or ball games.

Fine Motor Skills Station- Mrs. Powers (OT)

Purpose: Develop hand-eye coordination and fine motor control.

Activities: Cutting, Tracing, and Shoe Tying

Preschool round up

Letters and materials were sent home for the Preschool round up on Tuesday, March 4th. We are hosting our Preschool round up on Friday, March 21st from 9:00 to 10:00. I will report back at the April meeting what those numbers look like for the 25-26 school year.



Ms. Novotny Jr. / Sr. High School Board Report



March 2025

Student & Staff Highlights

- We celebrated School Counselor Week and are so very thankful for all that Ms. Chvatal and Mrs. Jennings do for our students, families, and staff.
- We recognized our Winter English NSCAS growth students who had high scores and also those who improved the most.
 - 7th Grade NSCAS Most Improved
 - **Alec Wacker, Conley Bonnicksen, Hudson McKeehan, Jakob Sieburg, and Ella Baulisch**
 - 7th Grade Top NSCAS Scores
 - **Riley Walz, Kate Hoellen, Hartley Garges, Haiden Schake, Graycen Wentworth**
 - 8th Grade NSCAS Most Improved
 - **Eli Thompson, Rainan Brase, Logan Maloy, Charizma Hancock, Lil Hancock, Ellie Steele**
 - 8th Grade Top NSCAS Scores
 - **Zailey Slepicka, Jaxsyn Dahlhauser, Logan Maloy, Ksenia Bradford, Rainan Brase**
- Our speech team has had some competitions
 - At Shelby-Rising City Meet
 - **Kaydi Ward** - 5th Novice Serious Prose
 - **Gage Kolc** - 5th Novice Persuasive
 - **Maddie Fenn** - Varsity Persuasive Runner-Up
 - **Clark Cogdill** - Varsity Humorous Prose Champion
- The Yutan Speech team competed at Marian High School on Friday. Despite facing some tough competition from Class A schools, **Clark Cogdill** placed 2nd! Clark also earned his second bid to compete at the National Individual Events Tournament of Champions (NIETOC) in May. Congratulations, Clark!
- Thank you to Yutan First State Bank for providing goodie treat bags to our state wrestling qualifiers and coaches. We appreciate your support!
- The following students participated in the NCC Honor Band: **Brooklyn Bussing, Lucas Bussing, Madalynn Bussing, Addisyn Darling, Otto Henkel & Kinsley Smith.**
- On February 25th, the 7th graders attended the School To Screen showing of *The Outsiders*. The movie was released in 1983 but remastered to more closely reflect the novel in 2005. The students visited the Ruth Sokolof Theatre in downtown Omaha, where they ate lunch, watched the movie, and discussed with other middle school groups.

- We honored eight more students for the Circle of Greatness. The students nominated were **Capri Woster, MaKenna Hoffer, Molly Besch, Tyler Royal, Lucas Hoffart, Jocelyn Sutter, Jackson Benjamin, and Peyton Reed.**

Teaching & Learning

- We had our Math walkthroughs with ESU2 to look at the implementation of our math reveal resource and provided some great feedback to our teachers.
- Attended a webinar about Closing Academic Gaps with the 4 Disciplines of Execution presented by NCSA
- Attended training on iCEV and CTE curriculum options. They offer 200 courses covering 11 subject areas and 16 career clusters.
- Attended a webinar on Developing Mathematical Reasoning
- Attended a Leadership Learning Walk at Logan View
- Attended the quarterly NIAC Meeting - focusing on target violence, social media apps, cyber updates, LB 504,

Staff Member Above & Beyond Winner - Jesse Gardner

- I would like to nominate Jesse Gardner for the Above & Beyond Award. I've had the opportunity to work closely with Mr. Gardner for the past few years. His addition to our staff has had a positive impact on our students. His knowledge of weight training & fitness has helped our athletes strive to be their best. He worked closely with Mr. Krajcek and others to reinvent our weight room for students, staff & the Yutan community. His ability to help students focus on positives & work through tough situations during class is commendable. Mr. Gardner is an excellent role model for our students & athletes! He demonstrates a strong work ethic & holds those he works with to a similar level of responsibility. He is helping to create responsible young people with a commitment to their community in addition to becoming talented individuals in their athletic careers!



Activities Department Board Report- March 2025
Josh Lynch- Activities Director

- Girls Wrestling won the Class B State Championship
 - Addi Darling, Jordyn Campbell, Aubrie Pehrson were champions at their weight class. Alexis Pehrson and Amalia Vaughn-Lantzer were also medalists in their weight classes
- Eli Kult, Otto Henkel, Tyler Keiser, Max Egr, and Jaxon Wood qualified for the boys state wrestling tournament. Eli and Max were medalist in their weight classes.
- Girls basketball won their district championship game and qualified for the state tournament that was last week
- Boys basketball won their district championship game and qualified for the state tournament that will be this upcoming week
- Lexi Bisailon, Maddie Fenn, Liam Maloy, Clark Cogdill, and Kaydi Ward medaled at the NCC Speech meet
- NCC Quiz Bowl next Tuesday
- Spring sports practices started last Monday



*Director of Student Services
Board Report
March 2025
Tahler Novotny*



Region One Meeting: There were some updates in special education such as changes in IEP compliance. I am having a training for the special education staff during our next inservice to teach and implement the new changes.

Living Skills Field Trips: The living skills class went to the Job Expo. The students signed up for careers that they were interested such as hospitality, food, laundry, and robotics. The students also participated in mock job interviews and activities such as a driving simulator. It was a great opportunity for the students!

Superintendent Report

Board of Education Meeting

March 10, 2025

Enrollment

- Monthly enrollment numbers are attached.

Option Enrollment

- The March 15th deadline for Option Enrollment is quickly approaching. At this time, we have 11 students requesting option enrollment, with another 3-6 seeking more information. The March 15th deadline only applies to resident district approval. Prior to the March 15th deadline, resident district approval is not required, but after March 15th, resident district approval is required. All option requests are for grades with available capacity.

Proposed New Development

- We received a preliminary plat from the county regarding a proposed new development north of Yutan, generally bounded by county Roads 8, R, and 7 (see attached map). Phase 1 would consist of 37 lots, Phase 2 would consist of 44 lots. The timeline for commencement of work is not known.

NRCSA Spring Conference

- The annual NRCSA spring conference will be held on March 19, 20, and 21 in Kearney. Similar to the fall NASB state conference, this event offers a broad selection of breakout sessions and information specifically tailored to rural schools. Attendees will be Judy Daniell, Lindsey Jurey, and Rex Pfeil, and will be attending on March 20 and 21.

NASB School Finance Workshop

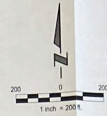
- NASB offers school finance workshops each spring for current superintendents, business managers, board members, and newly hired superintendents (for the next school year). The workshop covers the basics of school finance including local, state, and federal revenue sources, expenditures, state fund designations, NDE budget processes, sample monthly reports, examples of capital asset planning, and other areas typical to yearly budgeting and monthly reporting. Attendees will be Judy Daniell, Lindsey Jurey, Brett Schwartz, and Rex Pfeil.

End of 2023-24
(May)

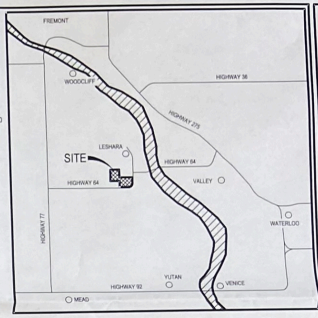
26
41
33
30
34
39
39
40
32
47
27
38
31
38
26
256
213
469
495

2024-25 Enrollment as of: 3/10/2025				2024-25 Monthly Summary									
Grad Year	Grade	Enrollment	Change from Prior Month	8-12-2024	9-9-2024	10-14-2024	11-11-2024	12-9-2024	1-13-2025	2-10-2025	3-10-2025	4-14-2025	5-12-2025
	PreK	14	0	14	14	14	14	14	14	14	14		
Class of 2037	K	37	0	39	37	37	37	37	37	37	37		
Class of 2036	1	38	0	38	38	38	38	38	38	38	38		
Class of 2035	2	34	0	33	33	33	33	33	33	34	34		
Class of 2034	3	32	0	31	31	32	32	32	32	32	32		
Class of 2033	4	33	0	34	34	34	34	34	34	33	33		
Class of 2032	5	41	0	42	42	41	41	41	41	41	41		
Class of 2031	6	35	0	37	38	37	36	36	36	35	35		
Class of 2030	7	41	0	41	42	42	41	41	41	41	41		
Class of 2029	8	29	(-1)	30	30	29	30	30	30	30	29		
Class of 2028	9	51	1	50	51	51	53	53	51	50	51		
Class of 2027	10	32	0	31	31	32	32	32	32	32	32		
Class of 2026	11	34	0	36	36	35	34	35	33	34	34		
Class of 2025	12	31	0	31	31	31	31	31	31	31	31		
	Total PK:	14	0	14	14	14	14	14	14	14	14		
	Total K-6:	250	0	254	253	252	251	251	251	250	250	0	0
	Total 7-12:	218	0	219	221	220	221	222	218	218	218	0	0
	Total K-12:	468	0	473	474	472	472	473	469	468	468	0	0
	Total PK-12:	482	0	487	488	486	486	487	483	482	482	0	0

Average Class Size K-6:	35.71
Average Class Size 7-12:	36.33



LOT COUNTS:
 PHASE ONE = 37
 PHASE TWO = 44
 TOTAL = 81



E & A CONSULTING GROUP, INC.
 Engineering • Planning • Environmental & Field Services
 10000 W. Valley View Blvd. • Suite 400 • Denver, CO 80144
 Phone: 303.440.1000 • Fax: 303.440.1001
 www.eandagroup.com
 State of Colorado Professional License # 00000000000000000000



LESAPARA ABERGEE DEVELOPMENT
 BLANDINE COUNTY, NEBRASKA

CONCEPTUAL SITE PLAN

Revisions	Date	Description
1	03/20/2008	Final
2	03/20/2008	Final
3	03/20/2008	Final
4	03/20/2008	Final

CONCEPTUAL SITE PLAN NOTE
 This plan is conceptual and may change based on completed topographic, boundary or ALTA surveys.

**BOARD OF EDUCATION
YUTAN PUBLIC SCHOOLS**

**BOARD MEETING
High School Media Center
February 10, 2025**

AGENDA

1. Call to Order

The meeting was called to order at 6:00pm by President Wacker.

2. Open Meetings Act

This meeting will be conducted in accordance with the Nebraska Open Meetings Act. The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting at a location accessible to members of the public.

3. Pledge of Allegiance

4. Roll Call

Attendance Taken at 6:00pm

Judy Daniell: Present
Bill Hancock: Present
Gary Hollst: Present
Dan Ridder: Present
Adam Wacker: Present
Eric Wilke: Present

5. Excuse Absences of Board Members

No motion needed – all members present.

6. Public Notice

Per board policy 2008-Meetings, advance notice of all board meetings, other than emergency meetings, shall be publicized 48 hours or more in advance of the meeting in a newspaper of general circulation in the district. Meeting notices may also be posted on the school district website and posted in three prominent places in the school district.

- **Publication:** Meeting notice was published in the Wahoo Newspaper on Friday, January 31, 2025.
- **Postings:** Meeting notice was posted at the entrance of Yutan High School, Yutan Elementary School, Yutan Post Office, First State Bank-Yutan, and on the Yutan Public Schools web page on Wednesday, February 5, 2025.
- **Agenda:** The agenda is kept current and available for public inspection at the Superintendent's office during normal business hours, and is posted on the school website in advance of the scheduled meeting. The agenda may not be altered later than 24

hours prior to the beginning of the meeting. The order of the items on the agenda may be changed by the board at or during the meeting.

7. Approval of the Agenda

Moved by Gary Hollst, seconded by Judy Daniell to approve the agenda. Roll Call Vote: Daniell: Yes, Hancock: Yes, Hollst: Yes, Ridder: Yes, Wacker: Yes, Wilke: Yes. Yes: 6, No: 0 Motion Carried

8. Public Comments

Instructions for those who wish to speak during Public Comment:

The Board of Education recognizes the importance of citizen participation in school district matters. In order to assure citizens are heard and board meetings are conducted effectively and in an organized manner, a Public Comment period will be scheduled at some meetings. A Public Comment sign-in sheet is located on the table near the entrance and your name and topic must be entered on the sheet prior to the start of the meeting. If you are planning to speak about a personnel or a student matter involving an individual, please understand that the district has complaint procedures to address such complaints and concerns. The Board requests that you follow the policy and procedures before commenting on these matters to the Board. Board members will not respond to any questions you ask or comments about individual staff members or students, but may direct your concerns to the appropriate administrator for further review. Each speaker shall be allowed a maximum of five minutes, and not more than twenty minutes will be allowed for a specific topic. Policy 2009-Procedure for Addressing the Board is made available in the meeting room.

Comments:

- Foundation Information: None
- Booster Club Information: None
- General Public Comments: None

9. Administrative Reports

Written reports have been submitted from the elementary principal, high school principal, activities director, student services director, and superintendent. Each administrator will make comments on their respective report:

- Elementary Principal
- High School Principal
- Activities Director
- Student Services Director
- Superintendent

10. Consent Agenda

The Consent Agenda is used to help the efficiency of the meeting by allowing the Board to approve items such as prior meeting minutes, general business of noncontroversial nature, or routine communication. The Consent Agenda for this meeting includes:

1. Minutes from the January 13, 2025 Board Meeting

2. Treasurer's Report and Claims

Moved by Judy Daniell, seconded by Gary Hollst to approve the consent agenda as presented.
Roll Call Vote: Daniell: Yes, Hancock: Yes, Hollst: Yes, Ridder: Yes, Wacker: Yes, Wilke: Yes.
Yes: 6, No: 0 Motion Carried

11. Committee Reports

Reports from the following committee(s):

- Facilities Committee: Met on Tuesday, February 4, 2025 at 4:30pm
- Finance Committee: Met on Friday, February 7, 2025 at 12:00pm

12. Business Items

12.1. 2025-26 School Calendar

The superintendent is responsible for presenting a school calendar to the Board for consideration of approval. The school calendar must take the following items into account: instructional time, teacher contract days, student instruction days, teacher Inservice and work days, traditional holidays and no school days, and other facets of yearly and monthly school planning and activities. The school calendar under consideration was developed with input from administration and staff, and encompasses all items listed above. The board will consider, discuss, and take all necessary action to establish and approve the school calendar for the 2025-26 school year.

Moved by Bill Hancock, seconded by Gary Hollst to approve the school calendar for 2025-26 as presented. Roll Call Vote: Daniell: Yes, Hancock: Yes, Hollst: Yes, Ridder: Yes, Wacker: Yes, Wilke: Yes. Yes: 6, No: 0 Motion Carried

12.2. Option Enrollment

Per the provisions of policy 5004-Option Enrollment, the board of education may set the numeric capacity of programs, classes, grade levels, or school buildings in regard to accepting option enrollment students. Numeric capacity is based upon factors such as available staff, facilities, and projected enrollment of resident students. The board will consider, discuss, and take necessary action to establishing numeric capacity for all grades and buildings for the 2025-26 school year.

Moved by Gary Hollst, seconded by Judy Daniell to approve the Option Enrollment Resolution setting grade and building capacities for the 2025-26 school year. Roll Call Vote: Daniell: No, Hancock: Yes, Hollst: No, Ridder: Yes, Wacker: Yes, Wilke: Yes. Yes: 4, No: 2
Daniell: No, Hollst: No Motion Carried

12.3. Nebraska Association of School Boards (NASB) Annual Membership

The Board is currently a member of NASB and this membership provides benefits for board members and the school district through opportunities for board members' education and training, board leadership development, legislative advocacy, workshops and conferences, superintendent search services, strategic planning, custom workshops for the school board or

district, and school district membership into the ALICAP insurance pool. The board will consider, discuss, and take all necessary action on annual membership in NASB.

Moved by Eric Wilke, seconded by Gary Hollst to approve continued membership in NASB for a cost of \$4,670. Roll Call Vote: Daniell: Yes, Hancock: Yes, Hollst: Yes, Ridder: Yes, Wacker: Yes, Wilke: Yes. Yes: 6, No: 0 Motion Carried

12.4. Certified Staff Resignations

The board will consider, discuss, and take all necessary action to approve the resignation of the following certified staff effective upon the conclusion of the 2024-25 school year:

- Mrs. Chris Feller, FCS Teacher

Moved by Bill Hancock, seconded by Gary Hollst to approve the retirement of Mrs. Chris Feller effective upon the conclusion of the 2024-25 school year. Roll Call Vote: Daniell: Yes, Hancock: Yes, Hollst: Yes, Ridder: Yes, Wacker: Yes, Wilke: Yes. Yes: 6, No: 0 Motion Carried

12.5. Certified Staff Contracts

The board will consider, discuss, and take all necessary action to approve contracts for the following new certified staff members for the 2025-26 school year:

- Mr. Alex Nielsen, AD/AP/Transportation Director

Moved by Bill Hancock, seconded by Judy Daniell to approve the contract of Alex Nielsen for the 2025-26 school year. Roll Call Vote: Daniell: Yes, Hancock: Yes, Hollst: Yes, Ridder: Yes, Wacker: Yes, Wilke: Yes. Yes: 6, No: 0 Motion Carried

12.6. HVAC Payment

The second installment for the HVAC work to be completed by Facility Advocates is scheduled for payment. The board will consider, discuss, and take all necessary action to approve the second installment payment to Facility Advocates.

Moved by Eric Wilke, seconded by Gary Hollst to approve the second installment payment of \$126,400 for HVAC work to Facility Advocates. Roll Call Vote: Daniell: Yes, Hancock: Yes, Hollst: Yes, Ridder: Yes, Wacker: Yes, Wilke: Yes. Yes: 6, No: 0 Motion Carried

12.7. Review and/or Revise Policies

The following policies are subject to approval and/or revision as part of the monthly policy review process. The policies presented have been reviewed by the Superintendent and are current by state statute, legal specifications, or NDE requirements; or have been revised or new policies presented to be in alignment with state statute, legal recommendation, or state and federal requirements. The board will consider, discuss, and take necessary action to affirm existing policies or approve revised or new policies as presented.

- 3020-Copyright Compliance
- 3021-Operation of School Business Office
- 3022-Volunteers

- 3023-Record Management and Retention
- 3024-Booster Club and Parent Teacher Organizations
- 3025-Returned or Outstanding Checks
- 3026-Handbooks
- 3027-Resolution of Conflicts Between Parents Over School Issues
- 3028-Sex Offenders
- 3029-Distribution of Flyers Advertising Non-School Organizations
- 3030-Automatic External Defibrillator (AED) Program
- 3031-Students Electing to Attend School in Adjoining State

Moved by Judy Daniell, seconded by Dan Ridder to approve the polices as presented. Roll Call Vote: Daniell: Yes, Hancock: Yes, Hollst: Yes, Ridder: Yes, Wacker: Yes, Wilke: Yes. Yes: 6, No: 0 Motion Carried

13. Discussion and Informational Items

Items for discussion, information, or consideration - no action to be taken:

- Planning for End of the Year Lunch for all staff on Tuesday, May 21, 2025
- Line of Credit - ready for Treasurer's signature
- Rule 10 Audit and District Visit
- Update on Elementary HVAC Coil Repair/Replacement
- Policies for review at the March board meeting:
 - 3032-Fees for School District Records
 - 3033-Lending Textbooks to Children Enrolled in Private Schools
 - 3035-Chain of Command - District Administration
 - 3036-Purchasing (Credit) Card Program
 - 3037-Petty Cash
 - 3039-Threat Assessment and Response
 - 3040-School Safety and Security
 - 3041-Crisis Team Duties
 - 3042-Construction Management At Risk Contracts
 - 3043-Design-Build Contracts
 - 3044-Incidental or De Minimus Use of Public Resources
 - 3045-Use of Sniffer Dogs

14. Next Board Meeting

The next regular meeting of the Board is scheduled for Monday, March 10, 2025 at 6:00pm in the high school media center.

15. Closed Session

The Board of Education is authorized by state statute to hold closed sessions. Closed sessions may be held when clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual.

The Board will enter into Closed Session for the protection of the public interest to discuss collective bargaining negotiations between the Board of Education and the Yutan Education Association.

Moved by Bill Hancock, seconded by Gary Hollst to enter Closed Session for the protection of the public interest to discuss collective bargaining negotiations. Roll Call Vote: Daniell: Yes, Hancock: Yes, Hollst: Yes, Ridder: Yes, Wacker: Yes, Wilke: Yes. Yes: 6, No: 0 Motion Carried

The board entered into closed session at 7:55pm.

16. Action From Closed Session

The board reconvened in open session at 8:49pm. The board did not take any action from Closed Session.

17. Adjournment

Meeting was adjourned at 8:50pm.

YUTAN PUBLIC SCHOOLS									
FUND STATEMENT AND ACCOUNT BALANCES									
2/28/2025									
ACCOUNT	ACCOUNT #	BOOK BEG BALANCE	RECEIPTS	INTEREST	EXPENSES	TRANSFERS	BOOK END BALANCE	OUTSTANDING CHECKS	BANK STATEMENT BALANCE
GENERAL FUND									
CHECKING	467216	\$ 2,046,550.69	\$ 1,130,130.77	\$ 6,842.74	\$ 645,941.42		\$ 2,537,582.78	\$ 1,726.56	\$ 2,539,309.34
							\$ 2,537,582.78		\$ 2,539,309.34
							\$ 2,110,747.70	2/29/2024	
DEPRECIATION FUND									
CHECKING	467533	\$ 384,188.47		\$ 1,042.89	\$ 129,769.47		\$ 255,461.89		\$ 255,461.89
NLAF	9300749	\$ 1,101,599.10		\$ 3,461.85			\$ 1,105,060.95		\$ 1,105,060.95
							\$ 1,360,522.84		\$ 1,360,522.84
							\$ 1,747,596.14	2/29/2024	
BOND FUND									
CHECKING	910148304	\$ 871,680.57	\$ 17,705.77	\$ 2,755.73	\$ 300.00		\$ 891,842.07		\$ 891,842.07
							\$ 891,842.07		\$ 891,842.07
							\$ 867,216.02	2/29/2024	
QCPUF FUND									
CHECKING	910148293	\$ 686.42		\$ 2.15			\$ 688.57		\$ 688.57
							\$ 688.57		\$ 688.57
							\$ 656.81	2/29/2024	
BUILDING FUND									
CHECKING	689612	\$ 225,043.66	\$ 40,053.25	\$ 726.83	\$ 6,379.12		\$ 259,444.62		\$ 259,444.62
NLAF	9300012	\$ 517,351.00		\$ 1,625.81			\$ 518,976.81		\$ 518,976.81
							\$ 778,421.43		\$ 778,421.43
							\$ 851,518.87	2/29/2024	
UNEMPLOYMENT FUND									
SAVINGS	46945020	\$ 16,359.95					\$ 16,359.95		\$ 16,359.95
							\$ 16,359.95		\$ 16,359.95
							\$ 16,343.22	2/29/2024	
ACTIVITY FUND									
CHECKING	686097	\$ 85,808.46	\$ 16,064.91	\$ 282.79	\$ 15,483.59		\$ 86,672.57	\$ 4,607.91	\$ 91,280.48
							\$ 86,672.57		\$ 91,280.48
							\$ 81,705.38	2/29/2024	
STUDENT FEE									
SAVINGS	46855520	\$ 9,335.81					\$ 9,335.81		\$ 9,335.81
							\$ 9,335.81		\$ 9,335.81
							\$ 9,325.22	2/29/2024	
EMPLOYEE BENEFIT FUND									
CHECKING	467614	\$ 4,222.59	\$ 134.30				\$ 4,356.89		\$ 4,356.89
PAYFLEX	500301928	\$ 33,763.71	\$ 2,296.98		\$ 1,614.18		\$ 34,446.51		\$ 34,446.51
							\$ 38,803.40		\$ 38,803.40
							\$ 34,757.17	2/29/2024	
LUNCH FUND									
CHECKING	687371	\$ 223,993.44	\$ 34,409.03	\$ 694.03	\$ 35,883.98		\$ 223,212.52	\$ 8.20	\$ 223,220.72
							\$ 223,212.52		\$ 223,220.72
							\$ 213,285.68	2/29/2024	
TOTAL ALL FUNDS									
							\$ 5,943,441.94		\$ 5,949,784.61
							\$ 5,933,152.21	2/29/2024	
TOTALS		\$ 5,520,583.87	\$ 1,240,795.01	\$ 17,434.82	\$ 835,371.76	\$ -	\$ 5,943,441.94	\$ 6,342.67	\$ 5,949,784.61

Yutan Public Schools

February 2025 Revenue Report

Account	February Actuals	Actuals (YTD)	Estimated Actual Revenue Budget	YTD % of Estimated Actual Revenue Budget	Adopted NDE Budget	NDE Available	YTD % of NDE Budget
01100 - Taxes Levied/Assessed by the School District	(\$82,237.85)	(\$1,450,796.37)	\$3,964,322.00	36.60%	(\$4,045,227.00)	(\$2,594,430.63)	35.86%
01115 - Carline Taxes	\$0.00	(\$518.15)	\$4,860.00	10.66%	(\$4,860.00)	(\$4,341.85)	10.66%
01120 - Public Power District Sales Taxes	\$0.00	(\$143.17)	\$34,200.00	0.42%	(\$34,200.00)	(\$34,056.83)	0.42%
01125 - Motor Vehicle Taxes	(\$42,179.94)	(\$204,196.58)	\$362,100.00	56.39%	(\$362,100.00)	(\$157,903.42)	56.39%
01370 - Preschool Tuition & Fees	(\$540.00)	(\$10,250.00)	\$14,300.00	71.68%	(\$14,300.00)	(\$4,050.00)	71.68%
01510 - Interest on Investments	(\$6,842.74)	(\$49,297.06)	\$90,174.00	54.67%	(\$90,174.00)	(\$40,876.94)	54.67%
01951 - Miscellaneous Revenue From Other School Districts Within the State	\$0.00	(\$581.29)	\$0.00	0.00%	\$0.00	\$581.29	0.00%
02110 - County Fines & License Fees	(\$3,920.79)	(\$12,719.11)	\$24,560.00	51.79%	(\$24,560.00)	(\$11,840.89)	51.79%
02130 - Other County Receipts	\$0.00	(\$1,681.41)	\$0.00	0.00%	\$0.00	\$1,681.41	0.00%
03110 - State Aid	\$0.00	(\$1,127,632.00)	\$2,244,232.00	50.25%	(\$2,244,232.00)	(\$1,116,600.00)	50.25%
03120 - SPED (School Age)	(\$94,445.00)	(\$277,349.00)	\$608,420.00	45.59%	(\$608,420.00)	(\$331,071.00)	45.59%
03125 - Revenue from State Sources - Sped Transportation (School Age)	\$0.00	\$0.00	\$22,780.00	0.00%	(\$22,780.00)	(\$22,780.00)	0.00%
03130 - Revenue from State Sources - Homestead Exemption	(\$16,643.42)	(\$16,643.42)				\$16,643.42	0.00%
03131 - Property Tax Credit	(\$708,936.00)	(\$708,936.00)				\$708,936.00	0.00%
03133 - Nameplate Capacity Tax	\$0.00	\$0.00	\$280,000.00	0.00%	(\$280,000.00)	(\$280,000.00)	0.00%
03180 - Pro-Rate Motor Vehicle	\$0.00	(\$3,078.82)	\$8,260.00	37.27%	(\$8,260.00)	(\$5,181.18)	37.27%
03400 - State Apportionment	(\$180,626.04)	(\$180,626.04)	\$78,460.00	230.21%	(\$78,460.00)	\$102,166.04	230.21%
03535 - Payment for High Ability Learners	\$0.00	(\$5,772.00)	\$5,500.00	104.95%	(\$5,500.00)	\$272.00	104.95%
03551 - Career Education	\$0.00	\$0.00	\$7,500.00	0.00%	(\$7,500.00)	(\$7,500.00)	0.00%
04310 - REAP	\$0.00	\$0.00	\$20,160.00	0.00%	(\$20,160.00)	(\$20,160.00)	0.00%
04505 - Title I, Part A ESSA Improving Basic Programs Operated by Local Educational Agencies	\$0.00	(\$34,039.00)	\$21,588.00	157.68%	(\$21,588.00)	\$12,451.00	157.68%
04509 - Title II, Part A ESSA: Supporting Effective Education	\$0.00	(\$7,329.00)	\$0.00	0.00%	\$0.00	\$7,329.00	0.00%
04516 - IDEA Preschool (619) Base/IDEA Enrollment Poverty Allocation	\$0.00	(\$2,242.00)	\$113,400.00	1.98%	(\$1,640.00)	\$602.00	136.71%
04518 - IDEA Part B (611) Base & Enrollment Poverty Allocation	\$0.00	(\$108,420.00)	\$0.00	0.00%	(\$104,890.00)	\$3,530.00	103.37%
04521 - IDEA Part B Proportionate Share	\$0.00	(\$4,360.00)	\$0.00	0.00%	(\$6,870.00)	(\$2,510.00)	63.46%
04525 - Federal Vocational & Applied Technology Education (Carl Perkins)	\$0.00	\$0.00	\$7,500.00	0.00%	(\$7,500.00)	(\$7,500.00)	0.00%
04708 - Medicaid in Public Schools	\$0.00	(\$49.73)	\$250.00	19.89%	(\$250.00)	(\$200.27)	19.89%
04709 - Medicaid Administrative Activities (MAAPS)	\$0.00	(\$895.30)	\$1,500.00	59.69%	(\$1,500.00)	(\$604.70)	59.69%
05690 - Other Non-Revenue Receipts	(\$601.73)	(\$7,386.10)	\$3,500.00	211.03%	(\$3,500.00)	\$3,886.10	211.03%
Totals	(\$1,136,973.51)	\$ (4,214,941.55)	\$7,917,566.00	53.24%	\$ (7,998,471.00)	(\$3,783,529.45)	52.70%

Yutan Public Schools

March 2025 Expense Report

Account	March Actuals	Actuals (YTD)	Estimated Actual Expenditure Budget	YTD % of Estimated Actual Expenditure Budget	Adopted NDE Budget	NDE Available	YTD % of NDE Budget
01100 - Regular Instructions Programs	\$266,927.24	\$1,931,569.44	\$3,326,433.00	58.07%	\$3,718,682.00	\$1,785,562.56	51.94%
01160 - Poverty Programs	\$9,188.40	\$64,318.80	\$110,241.00	58.34%	\$110,241.00	\$45,922.20	58.34%
01190 - Early Childhood Educational Programs	\$7,171.84	\$51,188.06	\$84,219.00	60.78%	\$88,719.00	\$37,530.94	57.70%
01200 - Special Education Instructional Programs - School Age	\$73,920.60	\$500,412.44	\$923,161.00	54.21%	\$1,256,953.00	\$756,411.56	39.81%
01291 - Special Education Instructional Programs - Ages 3-5	\$0.00	\$0.00	\$0.00	0.00%	\$8,500.00	\$8,500.00	0.00%
01292 - Special Education Instructional Programs - Ages 0-2	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$10,000.00	0.00%
02120 - Guidance Services	\$19,992.71	\$140,562.90	\$230,989.00	60.85%	\$247,989.00	\$107,426.10	56.68%
02130 - Health Services	\$4,136.94	\$29,842.48	\$48,569.00	61.44%	\$60,069.00	\$30,226.52	49.68%
02131 - Health Services - SPED - School Age	\$0.00	\$0.00	\$0.00	0.00%	\$35,000.00	\$35,000.00	0.00%
02141 - Psychological Services - SPED - School Age	\$0.00	\$52,555.12	\$56,000.00	93.85%	\$64,000.00	\$11,444.88	82.12%
02151 - Speech Pathology and Audiology Services - SPED - School Age	\$10,538.15	\$78,267.05	\$92,243.00	84.85%	\$99,243.00	\$20,975.95	78.86%
02153 - Speech Pathology and Audiology Services - SPED - Ages 0-2	\$0.00	\$724.80	\$1,000.00	72.48%	\$5,500.00	\$4,775.20	13.18%
02161 - Occupational Therapy-Related Services - SPED - School Age	\$0.00	\$24,038.25	\$44,000.00	54.63%	\$50,000.00	\$25,961.75	48.08%
02162 - Occupational Therapy-Related Services - SPED - Ages 3-5	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$10,000.00	0.00%
02163 - Occupational Therapy-Related Services - SPED - Ages 0-2	\$0.00	\$469.21	\$0.00	0.00%	\$10,000.00	\$9,530.79	4.69%
02171 - Physical Therapy-Related Services - SPED - School Age	\$0.00	\$2,409.92	\$3,300.00	73.03%	\$5,000.00	\$2,590.08	48.20%
02172 - Physical Therapy-Related Services - SPED - Ages 3-5	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$10,000.00	0.00%
02173 - Physical Therapy-Related Services - SPED - Ages 0-2	\$0.00	\$766.82	\$2,400.00	31.95%	\$3,500.00	\$2,733.18	21.91%
02181 - Visually Impaired-Related Services - SPED - School Age	\$0.00	\$0.00	\$750.00	0.00%	\$10,000.00	\$10,000.00	0.00%
02190 - Support Services - Student - Other	\$18,815.80	\$159,027.29	\$244,379.00	65.07%	\$244,379.00	\$85,351.71	65.07%
02211 - School Improvement	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$10,000.00	0.00%
02213 - Instructional Staff Training	\$0.00	\$0.00	\$3,500.00	0.00%	\$5,000.00	\$5,000.00	0.00%
02220 - Library or Media Services	\$10,987.83	\$85,653.53	\$155,387.00	55.12%	\$164,387.00	\$78,733.47	52.10%
02230 - Instruction-Related Technology	\$2,050.00	\$2,050.00	\$5,000.00	41.00%	\$15,000.00	\$12,950.00	13.67%
02310 - Board of Education	\$7,332.95	\$28,899.18	\$42,800.00	67.52%	\$53,500.00	\$24,600.82	54.02%
02320 - Executive Administration	\$24,116.68	\$169,195.14	\$290,543.00	58.23%	\$295,643.00	\$126,447.86	57.23%
02330 - District Legal Services	\$1,337.49	\$11,295.49	\$12,000.00	94.13%	\$50,000.00	\$38,704.51	22.59%
02410 - Office of the Principal	\$42,856.46	\$296,360.49	\$497,051.00	59.62%	\$514,850.00	\$218,489.51	57.56%
02510 - Fiscal Services	\$27,969.13	\$130,729.19	\$197,150.00	66.31%	\$233,350.00	\$102,620.81	56.02%
02610 - Operation of Buildings	\$29,838.50	\$252,561.44	\$525,598.00	48.05%	\$770,450.00	\$517,888.56	32.78%
02620 - Maintenance of Buildings	\$14,203.38	\$152,995.48	\$284,896.00	53.70%	\$373,895.00	\$220,899.52	40.92%
02630 - Care & Upkeep of Grounds	\$0.00	\$5,033.32	\$9,700.00	51.89%	\$30,000.00	\$24,966.68	16.78%
02660 - Security	\$0.00	\$1,351.66	\$0.00	0.00%		(\$1,351.66)	0.00%
02710 - Vehicle Operation & Purchasing- Regular Education	\$20,129.58	\$107,967.86	\$157,851.00	68.40%	\$389,160.00	\$281,192.14	27.74%
02712 - Vehicle Operation & Purchasing - School Age SPED	\$3,983.99	\$22,774.84	\$45,234.00	50.35%	\$181,934.00	\$159,159.16	12.52%
02713 - Vehicle Operation & Purchasing - Ages 3-5 SPED	\$0.00	\$0.00	\$500.00	0.00%	\$2,500.00	\$2,500.00	0.00%
02715 - Vehicle Operation & Purchasing - Ages 0-2 SPED	\$0.00	\$0.00	\$1,500.00	0.00%	\$2,500.00	\$2,500.00	0.00%
03300 - Community Services Operations	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$10,000.00	0.00%
03535 - High Ability Learners	\$895.16	\$6,266.12	\$10,733.00	58.38%	\$10,733.00	\$4,466.88	58.38%
06200 - Federal Services - Title I, Part A ESSA Improving Basic Programs Operated by Local Educational Agencies	\$8,003.81	\$55,432.67	\$42,982.00	128.97%	\$43,982.00	(\$11,450.67)	126.03%
06406 - Federal Services - IDEA Preschool (619) Base Allocation	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$5,000.00	0.00%
06408 - Federal Services - IDEA Part B (611) Base & Enrollment Poverty Allocation - Birth Through Age 21	\$2,840.21	\$47,719.55	\$82,535.00	57.82%	\$123,935.00	\$76,215.45	38.50%
06412 - Federal Services - IDEA Part B Proportionate Share	\$0.00	\$0.00	\$0.00	0.00%	\$10,000.00	\$10,000.00	0.00%
06423 - Federal Services - IDEA Part B ARP Proportionate Share	\$0.00	\$0.00	\$0.00	0.00%	\$5,000.00	\$5,000.00	0.00%
06700 - Federal Services - Federal Vocational & Applied Technology Education (Carl Perkins)	\$0.00	\$6,236.75	\$7,500.00	83.16%	\$7,500.00	\$1,263.25	83.16%
06992 - REAP	\$0.00	\$0.00	\$57,287.00	0.00%	\$57,289.00	\$57,289.00	0.00%
08000 - Transfers (Outgoing)	\$0.00	\$0.00	\$250,000.00	0.00%	\$250,000.00	\$250,000.00	0.00%
Totals	\$607,236.85	\$4,418,675.29	\$7,847,431.00	56.31%	\$9,663,383.00	\$5,243,028.71	45.73%

Yutan Public Schools

Check Report

March 2025

Payee	Check Date	Check Number	Description	Type	Amount
ABC Termite & Pest Control	03/10/2025	23859	Pest Control	Accounts Payable	\$136.00
All Star Plumbing, LLC	03/10/2025	23860	Tighten fittings on leaking pipe-HS	Accounts Payable	\$195.00
Amazon Capital Services, Inc.	03/10/2025	23861	Classroom Supplies	Accounts Payable	\$430.88
Amazon Capital Services, Inc.	03/10/2025	23861	Classroom Supplies-HS	Accounts Payable	\$150.93
Amazon Capital Services, Inc.	03/10/2025	23861	Office/Tech Supplies	Accounts Payable	\$94.92
Amazon Capital Services, Inc.	03/10/2025	23861	Tech Supplies	Accounts Payable	\$1,629.79
Amazon Capital Services, Inc.	03/10/2025	23861	Tech/Shop Supplies	Accounts Payable	\$258.21
Apple, Inc.	03/10/2025	23862	Apple TV	Accounts Payable	\$129.00
Boys Town	03/10/2025	23863	Instruction EG--JAN 2025	Accounts Payable	\$6,000.00
Brain Fire Therapy	03/10/2025	23864	Speech Language Services	Accounts Payable	\$2,687.50
Brase Electrical Contracting Corp	03/10/2025	23865	Find heater instructions online and followed instructions to reset heater	Accounts Payable	\$129.00
Brase Electrical Contracting Corp	03/10/2025	23865	Repair on motherboard on sign	Accounts Payable	\$357.00
City Of Yutan	03/10/2025	23866	Water Bills	Accounts Payable	\$490.00
Column Software PBC	03/10/2025	23867	Notice ID dyuSS3Sj1klb3I58lrADoo Paper	Accounts Payable	\$20.19
Column Software PBC	03/10/2025	23867	Notice ID t2F3WFhms0moHxLmh1ojWahoo Paper	Accounts Payable	\$271.08
Culligan Of Omaha	03/10/2025	23868	Solar Salt	Accounts Payable	\$203.75
Diversified Drug Testing	03/10/2025	23869	Driver Testing	Accounts Payable	\$109.50
Eakes	03/10/2025	23870	EGoldFax	Accounts Payable	\$40.49
Educational Service Unit #2	03/10/2025	23871	24-25 Tech Services thru December 24	Accounts Payable	\$3,332.38
Feller, Christin N	03/10/2025	23872	Reimburse for PTC Meal	Accounts Payable	\$221.72
First National Bank	03/10/2025	23873	Visa Charges	Accounts Payable	\$339.44
Griffith, Michelle	03/10/2025	23874	Mileage	Accounts Payable	\$504.00
Hands of Heartland	03/10/2025	23875	Transition Program-HS	Accounts Payable	\$3,669.26
Harris School Solutions	03/10/2025	23876	2024 User Group Meeting-LJ	Accounts Payable	\$80.00
Harris School Solutions	03/10/2025	23876	AAWeb 25/26	Accounts Payable	\$1,325.37
Harris School Solutions	03/10/2025	23876	AptaFund 4.1 with ESS 25/26	Accounts Payable	\$13,783.79
Harris School Solutions	03/10/2025	23876	Check Stock Activity Fund	Accounts Payable	\$739.14
Helm Service Inc	03/10/2025	23877	Repairs-ELEM Library	Accounts Payable	\$1,228.98
Helm Service Inc	03/10/2025	23877	Repairs-emergency hours	Accounts Payable	\$825.00
Helm Service Inc	03/10/2025	23877	Service call -ELEM	Accounts Payable	\$1,635.58
Hoegh, Trevor L	03/10/2025	23878	Mileage	Accounts Payable	\$207.20
Hometown Leasing	03/10/2025	23879	Copier Lease	Accounts Payable	\$1,738.03
Inland Truck Parts & Service	03/10/2025	23880	3rd Quarter Bus/Van InspectionsBus Repairs	Accounts Payable	\$10,012.00
INTERMEDIA.NET INC	03/10/2025	23881	Phone Services	Accounts Payable	\$113.87
Interstate All Battery Center #9249	03/10/2025	23882	Battery	Accounts Payable	\$22.80
JW Pepper & Son, Inc.	03/10/2025	23883	Band Music-ELEM	Accounts Payable	\$24.99
Kansas Powerschool User Group	03/10/2025	23884	2025 Scheduling Workshop	Accounts Payable	\$1,300.00
KSB School Law	03/10/2025	23885	District Legal Services	Accounts Payable	\$1,337.49
Lincoln Journal Star	03/10/2025	23886	ACCT #118-60104380Employment AD	Accounts Payable	\$634.30
Lynch, Joshua S	03/10/2025	23887	Mileage	Accounts Payable	\$614.00
Matheson Tri-Gas, Inc.	03/10/2025	23888	Tank Rentals	Accounts Payable	\$306.95
MCI	03/10/2025	23889	Long Distance Plan	Accounts Payable	\$71.55
Menards	03/10/2025	23890	General Supplies-HS	Accounts Payable	\$131.94
Menards	03/10/2025	23890	Light Fixture-activity center	Accounts Payable	\$8.99
Menards	03/10/2025	23890	Supplies-Bus Barn	Accounts Payable	\$17.99
Metropolitan Utilities District	03/10/2025	23891	Natural Gas bills	Accounts Payable	\$2,211.00
MH Equipment	03/10/2025	23892	Scissor Lift Rental	Accounts Payable	\$342.72

NASB	03/10/2025	23893	2025 Budget & Finance Workshop- RP, LJ, BS	Accounts Payable	\$225.00
NASB	03/10/2025	23893	2025 NAEP State Convention	Accounts Payable	\$120.00
NASB	03/10/2025	23893	Board Development & Strategic Planning	Accounts Payable	\$4,607.38
Nebraska Rural Community Schools Association	03/10/2025	23894	2025 NRSCA Spring Conference- JD, RP	Accounts Payable	\$440.00
Novotny, Stefanie E	03/10/2025	23895	Mileage	Accounts Payable	\$966.70
Novotny, Tahler M	03/10/2025	23896	Mileage	Accounts Payable	\$165.20
One Source	03/10/2025	23897	Background Checks	Accounts Payable	\$59.00
OPPD	03/10/2025	23898	Electric Bills	Accounts Payable	\$11,075.17
Pfeil, Rex W	03/10/2025	23899	Phone Allowance/Mileage	Accounts Payable	\$160.40
Roll Door Inc.	03/10/2025	23900	Replace Door Opener-Bus Barn	Accounts Payable	\$170.00
TNT Cleaning Service	03/10/2025	23901	Cleaning Services	Accounts Payable	\$8,520.00
U.S. Bank	03/10/2025	23902	Vlsa Charges	Accounts Payable	\$878.97
Wahoo-Waverly-Ashland	03/10/2025	23903	ACCT # 860000001003634Help Wanted Ads	Accounts Payable	\$1,360.00
Waste Connections Of Ne, Inc.	03/10/2025	23904	Trash Services-ELEM	Accounts Payable	\$350.36
Waste Connections Of Ne, Inc.	03/10/2025	23904	Trash Services-HS	Accounts Payable	\$545.00
Windstream	03/10/2025	23905	Phone Services-ELEM	Accounts Payable	\$316.69
Yutan Lunch Fund	03/10/2025	23906	PreK Snacks	Accounts Payable	\$158.43
Total Accounts Payable General Fund					\$90,232.02
OneAmerica	03/10/2025	23907	OneAmerica Basic Life and AD&D	Payroll Liability	\$189.98
OneAmerica	03/10/2025	23907	OneAmerica Child Voluntary Life and AD&D	Payroll Liability	\$10.40
OneAmerica	03/10/2025	23907	OneAmerica Employee Voluntary Life and AD&D	Payroll Liability	\$272.24
OneAmerica	03/10/2025	23907	OneAmerica Long-Term Disability	Payroll Liability	\$1,203.55
OneAmerica	03/10/2025	23907	OneAmerica Short-Term Disability	Payroll Liability	\$884.84
OneAmerica	03/10/2025	23907	OneAmerica Spouse Voluntary Life and AD&D	Payroll Liability	\$33.17
Ameritas Life Insurance Corp	03/10/2025	23908	Ameritas Vision - Emp + Children	Payroll Liability	\$75.00
Ameritas Life Insurance Corp	03/10/2025	23908	Ameritas Vision - Emp + Spouse	Payroll Liability	\$74.24
Ameritas Life Insurance Corp	03/10/2025	23908	Ameritas Vision - Family	Payroll Liability	\$299.52
Ameritas Life Insurance Corp	03/10/2025	23908	Ameritas Vision - Single	Payroll Liability	\$77.40
Blue Cross / Blue Shield	03/10/2025	23909	BCBS Benefit - EE & Children HSA NB Plan	Payroll Liability	\$1,277.12
Blue Cross / Blue Shield	03/10/2025	23909	BCBS Benefit - EE & Children PPO NB Plan	Payroll Liability	\$2,975.86
Blue Cross / Blue Shield	03/10/2025	23909	BCBS Benefit - EE & Children PPO PSBC Plan	Payroll Liability	\$1,487.93
Blue Cross / Blue Shield	03/10/2025	23909	BCBS Benefit - EE & Spouse HSA PSBC Plan	Payroll Liability	\$1,449.69
Blue Cross / Blue Shield	03/10/2025	23909	BCBS Benefit - EE & Spouse PPO NB Plan	Payroll Liability	\$3,377.96
Blue Cross / Blue Shield	03/10/2025	23909	BCBS Benefit - Family HSA NB Plan	Payroll Liability	\$7,786.20
Blue Cross / Blue Shield	03/10/2025	23909	BCBS Benefit - Family HSA PSBC Plan	Payroll Liability	\$19,465.50
Blue Cross / Blue Shield	03/10/2025	23909	BCBS Benefit - Family PPO BH Plan	Payroll Liability	\$2,267.88
Blue Cross / Blue Shield	03/10/2025	23909	BCBS Benefit - Family PPO NB Plan	Payroll Liability	\$15,875.16
Blue Cross / Blue Shield	03/10/2025	23909	BCBS Benefit - Family PPO PSBC Plan	Payroll Liability	\$9,071.52
Blue Cross / Blue Shield	03/10/2025	23909	BCBS Benefit - Single HSA BH Plan	Payroll Liability	\$1,380.62
Blue Cross / Blue Shield	03/10/2025	23909	BCBS Benefit - Single HSA PSBC Plan	Payroll Liability	\$2,070.93
Blue Cross / Blue Shield	03/10/2025	23909	BCBS Benefit - Single PPO BH Plan	Payroll Liability	\$804.30
Blue Cross / Blue Shield	03/10/2025	23909	BCBS Benefit - Single PPO NB Plan	Payroll Liability	\$3,249.70
Blue Cross / Blue Shield	03/10/2025	23909	BCBS Benefit - Single PPO PSBC Plan	Payroll Liability	\$2,412.90
Blue Cross / Blue Shield	03/10/2025	23909	BCBS Dental - EE & Children	Payroll Liability	\$266.61
Blue Cross / Blue Shield	03/10/2025	23909	BCBS Dental - EE & Spouse	Payroll Liability	\$90.39
Blue Cross / Blue Shield	03/10/2025	23909	BCBS Dental - Family	Payroll Liability	\$621.85
Blue Cross / Blue Shield	03/10/2025	23909	BCBS Dental - Single	Payroll Liability	\$512.21
Blue Cross / Blue Shield	03/10/2025	23909	Section 125 Dental	Payroll Liability	\$1,196.68
First State Bank - State Taxes	03/10/2025	23910	State Withholding - NE	Payroll Liability	\$11,385.09
First State Bank - Payroll Taxes	03/10/2025	23911	Federal Withholding	Payroll Liability	\$24,574.45
First State Bank - Payroll Taxes	03/10/2025	23911	FICA	Payroll Liability	\$45,401.52
First State Bank - Payroll Taxes	03/10/2025	23911	Medicare	Payroll Liability	\$10,618.00

Retirement Plan Consultants LLC	03/10/2025	23912	403b % (Traditional)	Payroll Liability	\$562.35
Retirement Plan Consultants LLC	03/10/2025	23912	403b (Traditional)	Payroll Liability	\$4,461.69
Retirement Plan Consultants LLC	03/10/2025	23912	403b Roth	Payroll Liability	\$150.00
State Of Nebraska NPERS	03/10/2025	23913	NPERS	Payroll Liability	\$68,260.12
Transamerica Life Insurance Company	03/10/2025	23914	Transamerica Basic Accident Plan Option 2	Payroll Liability	\$164.31
Transamerica Life Insurance Company	03/10/2025	23914	Transamerica Critical Illness	Payroll Liability	\$65.63
Yutan Flex Account	03/10/2025	23915	Dependent Care	Payroll Liability	\$935.33
Yutan Flex Account	03/10/2025	23915	Medical Flex	Payroll Liability	\$1,341.65
Yutan School Lunch	03/10/2025	23916	Lunch Deduction	Payroll Liability	\$730.00
DirectDep- First State Bank	03/10/2025	EFT	Direct Deposit	Payroll Liability	\$259,657.70
HSA Bank	03/10/2025	EFT	HSA Bank Benefit	Payroll Liability	\$7,935.77
Total Payroll General Fund					\$517,004.96
TOTAL GENERAL FUND					\$607,236.98
Ashland Lettuce Company	03/10/2025	6894	Lunch Food	Accounts Payable	\$597.96
Egan Supply Co, Inc.	03/10/2025	6895	Dishwasher Lease-ELEM	Accounts Payable	\$350.00
Egan Supply Co, Inc.	03/10/2025	6895	Dishwasher Lease-HS	Accounts Payable	\$275.19
Egan Supply Co, Inc.	03/10/2025	6895	Kitchen supplies	Accounts Payable	\$998.23
Hiland Dairy	03/10/2025	6896	Milk-Elem	Accounts Payable	\$1,143.33
Hiland Dairy	03/10/2025	6896	Milk-HS	Accounts Payable	\$371.63
Martin Bros.	03/10/2025	6897	Lunch Food	Accounts Payable	\$14,763.80
Nebraska Food Distribution Program	03/10/2025	6898	Commodities Deliveries	Accounts Payable	\$420.50
Total Accounts Payable Lunch Fund					\$18,920.64
OneAmerica	03/10/2025	6899	OneAmerica Basic Life and AD&D	Payroll Liability	\$10.16
OneAmerica	03/10/2025	6899	OneAmerica Employee Voluntary Life and AD&D	Payroll Liability	\$27.50
OneAmerica	03/10/2025	6899	OneAmerica Long-Term Disability	Payroll Liability	\$28.42
OneAmerica	03/10/2025	6899	OneAmerica Short-Term Disability	Payroll Liability	\$21.27
Ameritas Life Insurance Corp	03/10/2025	6900	Ameritas Vision - Single	Payroll Liability	\$10.32
Blue Cross / Blue Shield	03/10/2025	6901	Section 125 Dental	Payroll Liability	\$72.32
First State Bank - State Taxes	03/10/2025	6902	State Withholding - NE	Payroll Liability	\$185.24
First State Bank - Payroll Taxes	03/10/2025	6903	Federal Withholding	Payroll Liability	\$263.10
First State Bank - Payroll Taxes	03/10/2025	6903	FICA	Payroll Liability	\$1,483.10
First State Bank - Payroll Taxes	03/10/2025	6903	Medicare	Payroll Liability	\$346.82
State Of Nebraska NPERS	03/10/2025	6904	NPERS	Payroll Liability	\$1,580.70
Transamerica Life Insurance Company	03/10/2025	6905	Transamerica Basic Accident Plan Option 2	Payroll Liability	\$51.08
DirectDep- First State Bank	03/10/2025	EFT	Direct Deposit	Payroll Liability	\$9,723.30
Total Payroll Lunch Fund					\$13,803.33
TOTAL LUNCH FUND					\$32,723.97
Brase Electrical Contracting Corp	03/10/2025	245	Lighting Replacement	Accounts Payable	\$5,508.00
Total Accounts Payable Special Building Fund					\$5,508.00
TOTAL SPECIAL BUILDING FUND					\$5,508.00

Receipt History

Detail report. Sorted by Site, Receipt Number.
From 02/01/2025 to 02/28/2025.

Receipt Number	Receipt Date	Void Date	Deposit Number	Check Number	Received From	Receipt Description	Amount	Sales Tax	Amount
Activity ID	Activity Name		Fee Name & Student ID				Tax Amount		
Tax Name	Tax Activity			Tax Rate %					
YPS Yutan Public Schools									
001220	02/12/2025		001233		Seed Money	Seed \$\$ not used			
980	Seed Money						400.00	0.00	400.00
									400.00
001221	02/12/2025		001234		Gate Proceeds	Reserve BBB Gate-2/1			
980	Seed Money						450.00	0.00	450.00
210	Gate Receipts						130.00	0.00	130.00
									580.00
001222	02/12/2025		001235		Gate Proceeds	JH WR Gate-2/3			
980	Seed Money						450.00	0.00	450.00
195	Wrestling- Fundraising						97.00	0.00	97.00
									547.00
001223	02/12/2025		001236		Parents	Chromebook Damage			
1005	Technology						300.00	0.00	300.00
									300.00
001224	02/12/2025		001237		Parents	Ticket Money			
335	Music- Vocal- Fundraising						189.60	0.00	189.60
									189.60
001225	02/12/2025		001238		Community Member	Training Center Membership-Key			
930	Training Center						215.00	0.00	215.00
									215.00
001226	02/12/2025		001239		Boosters	JH WR Concessions			
195	Wrestling- Fundraising						700.00	0.00	700.00
									700.00
001227	02/12/2025		001240		Gate Proceeds	JB BB Gate-2/6			
980	Seed Money						450.00	0.00	450.00
210	Gate Receipts						148.00	0.00	148.00
									598.00
001228	02/12/2025		001241		Gate Proceeds	V G/B BB Gate-2/6			
980	Seed Money						450.00	0.00	450.00
210	Gate Receipts						348.00	0.00	348.00
									798.00
001229	02/12/2025		001242		Gate Proceeds	JVB/ VGB Bb Gate- 2/8			
980	Seed Money						450.00	0.00	450.00
210	Gate Receipts						1,182.00	0.00	1,182.00
									1,632.00
001230	02/12/2025		001243		Gate Proceeds	Reserve BBB-2/11			
980	Seed Money						450.00	0.00	450.00
210	Gate Receipts						114.00	0.00	114.00
									564.00
001231	02/12/2025		001244		Students	ELEM School Store/Slushie			
450	Student Council- Elementary						540.08	0.00	540.08

Receipt History

Detail report. Sorted by Site, Receipt Number.
From 02/01/2025 to 02/28/2025.

Receipt Number	Receipt Date	Void Date	Deposit Number	Check Number	Received From	Receipt Description	Amount	Sales Tax	Amount
Activity ID	Activity Name		Fee Name & Student ID				Amount	Tax Amount	Amount
	Tax Name		Tax Activity				Amount	Tax Amount	Amount
Total For 001231:									540.08
001232	02/12/2025		001245		Boosters	FBLA Concession profits			
600	FBLA						500.00	0.00	500.00
Total For 001232:									500.00
001233	02/25/2025		001246		Gate Proceeds	JH GBB Gate-2/11			
980	Seed Money						450.00	0.00	450.00
210	Gate Receipts						202.00	0.00	202.00
Total For 001233:									652.00
001234	02/25/2025		001247		Gate Proceeds	BBB Sub-Districts Gate-2/24			
980	Seed Money						450.00	0.00	450.00
210	Gate Receipts						1,607.00	0.00	1,607.00
Total For 001234:									2,057.00
001235	02/25/2025		001248		St Peters	Church Donations			
915	Donations In and Out						200.00	0.00	200.00
Total For 001235:									200.00
001236	02/25/2025		001249		Custom Sports	State Wrestling Clothing			
195	Wrestling- Fundraising						237.00	0.00	237.00
Total For 001236:									237.00
001237	02/25/2025		001250		Ord Public School	Girls WR District Payment			
190	Wrestling						101.24	0.00	101.24
Total For 001237:									101.24
001238	02/27/2025		001251		Gate Proceeds	JH GBB Gate-2/24			
980	Seed Money						450.00	0.00	450.00
210	Gate Receipts						264.00	0.00	264.00
Total For 001238:									714.00
001239	02/27/2025		001252		Gate Proceeds	BBB Sub-Districts Gate-2/25			
980	Seed Money						450.00	0.00	450.00
210	Gate Receipts						2,239.00	0.00	2,239.00
Total For 001239:									2,689.00
001240	02/28/2025		001253		First State Bank	Checking Interest			
950	Checking Interest						282.79	0.00	282.79
Total For 001240:									282.79
001241	02/12/2025		001254		Mead Public School	Meads Portion of 24/25 SB, CC			
160	Softball						1,542.80	0.00	1,542.80
130	Cross Country						307.19	0.00	307.19
Total For 001241:									1,849.99
001242	02/12/2025		001255		Students	Receipt # 01231 posted for wrong			
450	Student Council- Elementary						1.00	0.00	1.00
Total For 001242:									1.00
Site Total									16,347.70
Report Total									16,347.70

Check Summary

Sorted by Activity ID, Site ID.
From 02/01/2025 to 02/28/2025.

Activity ID Site ID	Activity Name Site Name	Check / Void Date	Vendor Name	PO Number	Invoice No.#	Description	Amount
110	Basketball- Girls						
YPS	Yutan Public Schools						
029787	Cleared	02/05/2025	SCOTT GERDES		020625	JV GBB Official-2/6	70.00
029790	Cleared	02/05/2025	Robert Brown		020625	V G/B BB Official-2/6	100.00
029791	Printed	02/05/2025	Nicole Wagner		020625	V G/B BB Official-2/6	100.00
029792	Cleared	02/05/2025	TY STARKS		020625	V G/B BB Official-2/6	100.00
029793	Cleared	02/05/2025	ERICH WHITEMORE		020825	V G/B BB Official-2/8	100.00
029794	Printed	02/05/2025	BRIAN ARVIN		020825	V G/B BB Official-2/8	100.00
029795	Cleared	02/05/2025	JEREMY WINN		020825	V G/B BB Official-2/8	100.00
029796	Printed	02/05/2025	Zach Hunnell		020825	JV GBB Official-2/8	70.00
029797	Printed	02/05/2025	TOM HINRICHS		020825	JV GBB Official-2/8	70.00
029802	Cleared	02/05/2025	MEAD PUBLIC SCHOOLS		020125	JH GBB Tournament Entry-2/1	50.00
029816	Cleared	02/11/2025	NEBRASKA CAPITOL CONFERENCE		Conference25	Payment for Conference BB	514.50
029819	Cleared	02/11/2025	DWAYNE LONG		020625	JV GBB Official-2/6	70.00
029823	Cleared	02/13/2025	Chris Long		021125	JH GBB Official-2/11	90.00
029824	Cleared	02/13/2025	Matt Krause		021125	JH GBB Official-2/11	90.00
029836	Cleared	02/24/2025	STEVE BECKER		022425	JH GBB Official-2/24	90.00
029837	Cleared	02/24/2025	JERRY WELLWOOD		022425	JH GBB Official-2/24	90.00
029844	Printed	02/25/2025	ZACHARY OSBORN		022825	GBB District Final Official-2/28	81.00
029845	Printed	02/25/2025	LOINEL MCPHAULL		022825	GBB District Final Official-2/28	81.00
029846	Printed	02/25/2025	KEVIN MAR		022825	GBB District Final Official-2/28	81.00
029847	Printed	02/25/2025	PREMIER SPORTS OFFICIALS ASSOCIATION		Winter24'-25'	Lower level BB assigners fee	152.50
Total:							\$ 2,200.00

Check Summary

Sorted by Activity ID, Site ID.
From 02/01/2025 to 02/28/2025.

Activity ID Site ID	Activity Name Site Name		Check / Void Date	Vendor Name	PO Number	Invoice No.#	Description	Amount
120	Basketball- Boys							
YPS	Yutan Public Schools							
029788	Cleared	02/05/2025	BRIAN BECKER		020625		JV BBB Official-2/6	70.00
029789	Cleared	02/05/2025	JAYSON FORD		020625		JV BBB Official-2/6	70.00
029790	Cleared	02/05/2025	Robert Brown		020625		V G/B BB Official-2/6	100.00
029791	Printed	02/05/2025	Nicole Wagner		020625		V G/B BB Official-2/6	100.00
029792	Cleared	02/05/2025	TY STARKS		020625		V G/B BB Official-2/6	100.00
029793	Cleared	02/05/2025	ERICH WHITEMORE		020825		V G/B BB Official-2/8	100.00
029794	Printed	02/05/2025	BRIAN ARVIN		020825		V G/B BB Official-2/8	100.00
029795	Cleared	02/05/2025	JEREMY WINN		020825		V G/B BB Official-2/8	100.00
029798	Cleared	02/05/2025	SCOTT GERDES		020825		JV BBB Official-2/8	70.00
029799	Cleared	02/05/2025	CURTIS CARLSON		020825		JV BBB Official-2/8	70.00
029816	Cleared	02/11/2025	NEBRASKA CAPITOL CONFERENCE			Conference25	Payment for Conference BB	514.50
029817	Printed	02/11/2025	TROY LANHAM		020725		Reserve BBB Official-2/10	70.00
029818	Cleared	02/11/2025	Doug Henley		021025		Reserve BBB Official-2/10	70.00
029832	Printed	02/24/2025	Larry Russell		02242025		BBB Sub-District Official-2/24	150.00
029833	Cleared	02/24/2025	JOHN ROBINSON II		022425		BBB Sub-District Official-2/24	150.00
029834	Cleared	02/24/2025	Sylvo Johnson		022425		BBB Sub-District Official-2/24	150.00
029838	Cleared	02/24/2025	KELVIN NESBIT		022525		BBB Sub-District Official-2/25	151.00
029839	Printed	02/24/2025	Kevin Kennedy		022525		BBB Sub-District Official-2/25	151.00
029840	Cleared	02/24/2025	Alfred Monaco		022525		BBB Sub-District Official-2/25	151.00
029841	Printed	02/25/2025	Alex Phillips		022725		BBB Sub-District Official-2/25	77.00
029842	Printed	02/25/2025	Scot Abels		022725		BBB Sub-District Official-2/25	77.00
029843	Printed	02/25/2025	DEVAN MEYER		022725		BBB Sub-District Official-2/25	77.00
029847	Printed	02/25/2025	PREMIER SPORTS OFFICIALS ASSOCIATION			Winter24'-25'	Lower level BB assigners fee	152.50
029853	Printed	02/28/2025	AARON SWARTZENDRUBER		030125		BBB District Final Official- 3/1	80.00
029854	Printed	02/28/2025	Kevin Koch		030125		BBB District Final Official- 3/1	80.00
029855	Printed	02/28/2025	Sylvo Johnson		030125		BBB District Final Official- 3/1	80.00
Total:								\$ 3,061.00
125	Basketball-Boys- Fundraising							
YPS	Yutan Public Schools							
029813	Cleared	02/11/2025	BSN SPORTS		928695938		Track Uniforms	116.98
Total:								\$ 116.98
170	Track							
YPS	Yutan Public Schools							
029813	Cleared	02/11/2025	BSN SPORTS		928695938		Track Uniforms	741.79
Total:								\$ 741.79

Check Summary

Sorted by Activity ID, Site ID.
From 02/01/2025 to 02/28/2025.

Activity ID Site ID	Activity Name Site Name	Check / Void Date	Vendor Name	PO Number	Invoice No.#	Description	Amount
190	Wrestling						
YPS	Yutan Public Schools						
029803	Cleared	02/05/2025	CEDAR BLUFFS PUBLIC SCHOOLS		020125	GWR Tournament Entry-2/1	175.00
029804	Cleared	02/05/2025	CENTRAL VALLEY		013125	BWR Tournament Entry- 1/31	120.00
029805	Printed	02/05/2025	RAYMOND CENTRAL SCHOOLS		013125	GWR Tournament Entry-1/31	100.00
029826	Cleared	02/17/2025	NEBRASKA SCHOOL ACTIVITIES ASSOCIATION		State25	State Wrestling Coaching Pass-Girls	90.00
029827	Cleared	02/17/2025	NEBRASKA SCHOOL ACTIVITIES ASSOCIATION		State25	State Wrestling Coaching Pass-Boys	60.00
029828	Cleared	02/17/2025	YUTAN PUBLIC SCHOOL		State25	Meal \$ for State Wrestling	980.00
029829	Printed	02/24/2025	TAYLOR TEETER		022325	State Wrestling Coaching Pass	62.40
029831	Printed	02/24/2025	NEBRASKA SCHOOL ACTIVITIES ASSOCIATION		State25	GWR State Medals	80.00
029848	Printed	02/25/2025	BSN SPORTS		928821427	JH WR Singlets	242.77
029850	Printed	02/25/2025	HOLIDAY INN KEARNEY		Acct #10919	Rooms for District BWR- 2/14-2/15	774.00
Total:							\$ 2,684.17
195	Wrestling- Fundraising						
YPS	Yutan Public Schools						
029810	Cleared	02/10/2025	U.S. BANK		01272025	January Visa Charges	485.26
Total:							\$ 485.26
220	General Athletics						
YPS	Yutan Public Schools						
029820	Cleared	02/11/2025	DIVERSIFIED DRUG TESTING		22759	January Drug Testing	360.00
Total:							\$ 360.00
320	Music- Instrumental						
YPS	Yutan Public Schools						
029806	Cleared	02/05/2025	HOLIDAY INN KEARNEY		106176	Room for Honor Band	110.00
029812	Printed	02/10/2025	CROFTON COMMUNITY SCHOOLS		Class"C"	All State Fees	48.00
029822	Cleared	02/11/2025	SCHMITT MUSIC		6324969	Instrument Repair	5.00
Total:							\$ 163.00
330	Music- Vocal						
YPS	Yutan Public Schools						
029806	Cleared	02/05/2025	HOLIDAY INN KEARNEY		106176	Room for Honor Band	220.00
029849	Printed	02/25/2025	WAYNE STATE COLLEGE		021225	Middle School Music Festival	100.00
Total:							\$ 320.00
335	Music- Vocal- Fundraising						
YPS	Yutan Public Schools						
029811	Cleared	02/10/2025	FIRST NATIONAL BANK		01232025	January Visa Charges	960.00
Total:							\$ 960.00

Check Summary

Sorted by Activity ID, Site ID.
From 02/01/2025 to 02/28/2025.

Activity ID Site ID			Activity Name Site Name				Amount
Check Number	Status	Check / Void Date	Vendor Name	PO Number	Invoice No.#	Description	
380			Speech				
YPS			Yutan Public Schools				
029807	Cleared	02/05/2025	NORTH BEND CENTRAL		012725	Speech Meet Entry-1/27	24.00
029814	Printed	02/11/2025	ELMWOOD-MURDOCK SCHOOL		020525	Speech Meet Entry-2/5	24.00
029815	Printed	02/11/2025	Shelby Rising City Public Schools		020625	Speech Meet Entry-2/6	40.00
029830	Printed	02/24/2025	Marian High School		021425	Speech Meet-2/14	8.00
						Total:	\$ 96.00
450			Student Council- Elementary				
YPS			Yutan Public Schools				
029811	Cleared	02/10/2025	FIRST NATIONAL BANK		01232025	January Visa Charges	139.49
029821	Cleared	02/11/2025	AMAZON CAPITAL SERVICES		1FG4-D17C- X11T	Student Council Supplies-ELEM	146.94
						Total:	\$ 286.43
460			Student Council- High School				
YPS			Yutan Public Schools				
029811	Cleared	02/10/2025	FIRST NATIONAL BANK		01232025	January Visa Charges	115.22
						Total:	\$ 115.22
850			Music- Vocal				
YPS			Yutan Public Schools				
029851	Printed	02/25/2025	J.W. PEPPER & SON, INC		367161613, 367163911	Music	43.74
						Total:	\$ 43.74
905			Field Trip				
YPS			Yutan Public Schools				
029808	Cleared	02/05/2025	OMAHA SYMPHONY		051425	1ST Grade Field Trip	350.00
						Total:	\$ 350.00
915			Donations In and Out				
YPS			Yutan Public Schools				
029852	Printed	02/28/2025	YUTAN PUBLIC SCHOOL		022825	Lunch Donations-HS	800.00
						Total:	\$ 800.00
980			Seed Money				
YPS			Yutan Public Schools				
029809	Cleared	02/10/2025	YUTAN PUBLIC SCHOOL		21025	Gate Box Seed Money-2/10-2/15	450.00
029825	Cleared	02/13/2025	YUTAN PUBLIC SCHOOL		021325	Gate Box seed Money-2/17-2/21	450.00
029835	Cleared	02/24/2025	YUTAN PUBLIC SCHOOL		022425	Gate Box Seed Money-2/24-2/28	1,800.00
						Total:	\$ 2,700.00

Report Total : 15,483.59

3032

Fees for School District Records

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

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

- Black and white letter or legal-sized photocopies: No charge for current students, former students, or alumni of Yutan Public Schools.
- Computer data printouts: No charge for current students, former students, or alumni of Yutan Public Schools.
- Other medium: Actual cost of reproduction may be assessed.
- Postage fees: Actual cost of postage may be assessed.

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

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

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

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

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

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

The fee schedule for public records copies is as follows:

- Black and white letter or legal-sized photocopies: No charge for current students, former students, or alumni of Yutan Public Schools.
- Computer data printouts: No charge for current students, former students, or alumni of Yutan Public Schools
- Other medium: Actual cost of reproduction may be assessed.
- Postage fees: Actual cost of postage may be assessed.

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

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

Adopted on: 10-12-2020

Revised on: 8-12-2024

Reviewed on: 3-10-2025

3035

Chain of Command – District Administration

The superintendent shall be in control of all school district operations except as provided by another policy or as otherwise provided by law. The following is the administrative chain of command working from the lowest level on the chain upward.

Student Discipline:	1. Classroom Teacher 2. Principal/Assistant Principal 3. Superintendent
Instruction or Curriculum:	1. Teacher 2. Principal/Curriculum Director 3. Superintendent
Transportation:	1. Bus Driver 2. Principal/Assistant Principal 3. Superintendent
Facilities, Grounds, or Maintenance:	1. Custodial staff 2. Head custodian 3. Principal 4. Superintendent
Policy or Handbook:	1. Principal 2. Superintendent
Athletics:	1. Coach 2. Athletic/Activities Director 3. Principal 4. Superintendent
Personnel:	1. Employee in question 2. Principal 3. Superintendent
All Other Matters	1. Building Principal 2. Superintendent

Absent extraordinary circumstances, each matter must be addressed at whatever level the initial action occurred. If the matter is not resolved, the individual may raise it with the next person on the chain of command. This

policy does not supersede any individual's right to contact Board members directly. However, whenever a matter is brought directly to the Board as a whole or to a Board member as an individual, it will be referred to the appropriate individual in the chain of command for study and resolution. The most effective means of initial communication is a personal conference, email, or telephone conversation. Email addresses and phone numbers can be found on the school district's website.

Adopted on: 10-12-2020

Revised on:

Reviewed on: 3-10-2025

3036 Purchasing (Credit) Card Program

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

Authorized Purchases. Authorized users have standing authority to use the purchasing card to charge actual, necessary, and reasonable travel expenses and purchasing supplies/technologies/requisitions. 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 limited on each credit card.

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: Superintendent or Business Manager. 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 business manager 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: 10-12-2020

Revised on: 8-14-2023

Reviewed on: 3-10-2025

3037 Petty Cash

The elementary school, middle school, high school, and school district office each shall have a petty cash fund for the purchase of materials, supplies, services, or other school related goods and services in circumstances requiring immediate payment.

Fund Custodians. The amount of each fund will not exceed \$100. The individuals holding the following employment positions shall be the custodians of each petty cash fund and shall administer and be responsible for them:

Elementary School..... Principal/Secretary
High School Principal/Secretary
District Office Superintendent/Business Manager/Secretary

Petty fund disbursements may only be made with the authorization of the petty cash fund custodian or the superintendent.

Documentation. All petty cash fund disbursements are to be supported by an itemized receipt or other sufficient evidence that documents the expenditure. The itemized receipt or supporting documentation shall 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. Designated school personnel shall maintain the documentation for at least 10 years or as otherwise required by Schedule 24 – Local Agencies (General Records) maintained by the Nebraska Records Management Division. Employees shall maintain copies of any documentation submitted to the school district. Expenses will be assigned to the proper budget account.

Unauthorized Purchases. In no event shall the petty cash fund 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 termination 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.

Purchase Review Procedures. The superintendent, or his or her designee, and the school district treasurer shall conduct independent reviews of petty cash fund expenditures on a monthly basis. Any unlawful or unauthorized expenditure or other discrepancy shall be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her designee shall provide the board with an annual petty cash fund report that

includes a description of each item sufficient to give the board a reasonable description and purpose of the items purchased. Any unlawful or unauthorized purchase shall be addressed as provided by board policy or as otherwise allowed by law.

Reconciliation and Closeout. Each petty cash fund will be reconciled by the school district treasurer and closed out at the end of the fiscal year. The petty cash fund will be reestablished by the board of education at beginning of each fiscal year or at a meeting as determined by the board.

Adopted on: 10-12-2020

Revised on:

Reviewed on: 3-10-2025

3039 Threat Assessment and Response

The board of education is committed to providing a safe environment for members of the school community. Students, staff and patrons are urged to immediately report any statements or behavior that makes the observer fearful or uncomfortable about the safety of the school environment.

1. Definitions

- a. A **threat** is an expression of a willful intent to physically or sexually harm someone or to damage property in a way that indicates that an individual poses a danger to the safety of school staff, students or other members of the school community.
 - i. The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means.
 - ii. A **transient threat** is an expression of anger or frustration that can be quickly or easily resolved.
 - iii. A **substantive threat** is an expression of serious intent to harm others which includes, but is not limited to, any threat which involves a detailed plan and means.

- b. A **threat assessment** is a fact-based process emphasizing an appraisal of observed (or reasonably-observable) behaviors to identify potentially dangerous or violent situations, to assess them and to manage/address them. Threat assessment is the process of identifying and responding to serious threats in a systematic, data-informed way.
 - i. The threat assessment process is distinct from student disciplinary procedures. The mere fact that the district is conducting a threat assessment does not by itself necessitate suspension, expulsion or emergency exclusion without complying with state law and board policy related governing those actions.
 - ii. The threat assessment process is distinct from specialized instruction which a student with a

disability may receive from the school district. The school district will not change a student's educational placement as that term is used in the Individuals with Disabilities in Education Act *solely* as part of a threat assessment.

2. Obligation to Report Threatening Statements or Behaviors.

All staff and students must report **substantive threats** to a member of the administration immediately and comply with any other mandatory reporting obligations. Staff and students who are unsure whether a threat is substantive or transient should report the situation. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

THREATS OR ASSAULTS WHICH REQUIRE IMMEDIATE INTERVENTION SHOULD BE REPORTED TO THE POLICE AT 911.

3. Threat Assessment Team

The threat assessment team ("the team") shall consist of building principal(s), guidance counselor and local law enforcement. It may also include the superintendent, information technology staff, the school nurse, and members of the mental health profession who would be willing to work with the school. It shall not include parents or board members. Not every team member need participate in every threat assessment. If the threat has been made by or is directed towards, a student with a disability, the threat assessment team must include a staff member who is knowledgeable about special education services or Section 504 of the Rehabilitation Act, as appropriate. Neither the student nor their student's family members are part of the threat assessment team.

The team is responsible for investigating all reported threats to school safety, evaluating the significance of each threat, and devising an appropriate response. The threat assessment team shall work closely with the crisis team in planning for crisis situations. The threat assessment team shall be familiar with mental health resources available to students, staff and patrons and shall collaborate with local mental health service providers as appropriate.

4. Threat Assessment Investigation and Response

When a threat is reported, the school administrator shall initiate an initial inquiry/triage and, in consultation with members of the threat assessment team, make a determination of the seriousness of the threat as expeditiously as possible. The school administrator must contact law enforcement if the administrator believes that an individual poses a clear and immediate threat of serious violence.

If there is no reasonably apparent imminent threat present or once such an imminent threat is contained, the threat assessment team will meet to evaluate and respond to the threatening behavior. The team may, but is not required to, review the following types of information:

- Review of the threatening behavior and/or communication;
- Interviews with the individuals involved including students, staff members, and family members as necessary and/or appropriate;
- Review of school and other records for any prior history or interventions with the students involved;
- Any other investigatory methods that the team determines to be reasonable and useful.

At the conclusion of the investigation, the team will determine what, if any, response to the threat is appropriate. The team is authorized to disclose the results of its investigation to law enforcement and to the target(s) of any threatened acts. The team may refer the individual of concern to the appropriate school administrator for consequences under the school's student discipline policy or, if appropriate, report the results of its investigation to the student's individualized education plan team.

Regardless of threat assessment activities, disciplinary action and referral to law enforcement will occur consistent with board policy and Nebraska law.

5. Communication with the Public about Reported Threats

The team will keep members of the school community appropriately informed about substantive threats and about the team's response to those threats. This communication may include oral announcements, written communication sent home with students, or communication through print or broadcast media. However, the team will not reveal the identity of the individual of concern or of any target(s) of threatened violence unless permitted by law.

6. Coordination with the Crisis Team After Resolution of Threat

The threat assessment team will confer with the district's crisis team after a threat has been investigated to provide the crisis team with information that the crisis team may use in assessing or revising the district's All-Hazard School Safety Plan.

Adopted on: 10-12-2020

Revised on:

Reviewed on: 3-10-2025

3040 School Safety and Security

In order to fulfill its obligation to provide a safe and secure learning environment, the Board of Education has adopted this School Safety and Security Policy. Although the district will take reasonable steps to protect students and staff, no entity can provide complete safety and security at all times. This policy does not make the district a guarantor of the safety of students, staff or patrons.

I. General Safety and Security

a. NDE Rubric

The District will meet at least the minimum requirement for each school safety and security standard indicator adopted by the Nebraska Department of Education.

b. School Hours

- i. During a crisis situation, the administration will maintain established school hours and proceed with all co-curricular activities as scheduled whenever possible.
- ii. If, during a crisis situation, the parent(s) or guardian of a student decide that the student needs to be absent, this absence will be excused.

c. Access to School Facilities

- i. The school's facilities may not be used for funeral or memorial services during the school day.
- ii. This policy does not discourage the presentation of traditional American Legion memorial services which promote patriotism.

d. Memorials

- i. Memorials often create a visual reminder of a particular crisis that may reintroduce feelings of grief for students. Therefore, memorials may not be displayed anywhere on school premises.

- ii. This policy is not intended to discourage the acceptance of memorial funds or specific items.

II. Superintendent's Duties Related to Safety and Security

a. Appointment of Crisis Team

The Superintendent shall appoint members to serve on the school district's crisis team. The superintendent may, but is not required, to include representatives from the following groups on the crisis team:

- Administrators
- Teachers
- Health/mental health
- Facilities staff
- Transportation staff
- Food service staff member
- Information technology staff
- Students
- Parents
- Staff member with expertise on the needs of students with disabilities
- Organizations that serve the disabled
- Organizations that serve the needs of minority populations (ELL, race, etc.)
- Representatives from local early responders (law enforcement, fire and rescue personnel, railroad, factories, etc.)

b. Compliance with Fire and Safety Codes

The Superintendent will ensure that the school district meets all current fire and life safety codes or is in the process of coming into compliance.

c. Annual Safety Audits

The Superintendent will arrange for the performance of an annual safety audits using an external consultants utilizing the standardized audit protocol adopted by the Nebraska Department of Education.

d. Mutual Aid Agreements

The Superintendent will enter into mutual aid agreements to address the academic, physical, operational, psychological, and emotional recovery areas when possible with appropriate local entities.

III. Building Principals' Duties Related to Safety and Security

a. Positive and Safe Learning Environment

Each building principal shall implement a school-wide behavior process to create a positive and safe learning environment.

Each building principal shall conduct training on and require enforcement of the district's anti-bullying and dating violence policies.

Each building principal shall ensure that staff complete the required suicide prevention training as required by board policy.

Each building principal shall require staff to engage in active supervision of students at all times

b. Visitor Protocol.

Each building principal shall adopt a protocol for visitors to his/her school building to sign in upon arrival and departure and to be identified as a visitor while they are in the building during the school day. The protocol must also address visitors in specialized areas of the school such as playgrounds, gyms, cafeterias and the like.

This protocol may be written or unwritten but must be clearly communicated to and enforced by all staff.

The building principal will report individuals who repeatedly violate the visitor protocol to the superintendent for possible exclusion from school facilities pursuant to board policy.

c. Emergency Drills

Each building principal must ensure that the following drills are conducted in his/her building:

- i. Fire drills (evacuation): One fire drill conducted monthly with one additional drill being conducted during the first 30 days of school.
- ii. Tornado drills (shelter): One drill during the first two weeks of school and the second drill during the month of March.
- iii. Bus evacuation drills: Two drills during the school year involving all students and appropriate staff. Recommended that one drill occur during the first month of school.
- iv. Standard Response Protocol (SRP) drills: No fewer than two drills per year, with the first occurring during the first month of school, designed to acclimate students with SRP protocols used when threats or hazards are present.

Each building principal must also conduct any additional non-required drills recommended by crisis team or as directed by the superintendent.

Each building principal shall conduct a performance review of each of the drills conducted pursuant to this policy. This review does not have to be in writing.

Adopted on: 10-12-2020

Revised on: 3-10-2025

Reviewed on:

3041

Crisis Team Duties

The crisis team is responsible for planning for the safety and security of the school, staff, and students. The teams will respond to and manage any safety or security incident that occurs in the school setting or which has the potential to disrupt the orderly operation of the school system.

1. Membership on and Chair of Team

The superintendent will appoint members to serve on the crisis team.

If the superintendent does not serve on the crisis team personally, he/she shall appoint an individual to serve as the chair of the crisis team. The chair of the crisis team shall have the responsibility of scheduling crisis team meetings, documenting crisis team actions and reporting to the board at least annually on the district's All-Hazard School Safety Plan and other activities of the crisis team.

2. Meetings of the Crisis Team

The crisis team will meet at least twice annually with representatives from local law enforcement and local fire and rescue personnel. At these meetings, the team will coordinate with local agencies to prepare for and communicate about a variety of real world scenarios.

The crisis team will meet at such additional times as necessary to fulfill the duties given to it pursuant to this policy.

3. School Self-Assessment

The crisis team shall conduct the self-assessment created by the Nebraska Department of Education as part of its School Safety and Security Standards. This assessment shall be conducted for each school building. The team shall report the results of this self-assessment to the superintendent and to the board of education.

Either the superintendent or the chair of the safety committee will also report the results of the self-assessment to the Nebraska Department of Education.

4. All-Hazard School Safety Plan

The crisis team will create an All-Hazard School Safety Plan. The plan must be customized to the needs of each of the school district's buildings. The plan must include all of the components required by the School Safety and Security Standards adopted by the Nebraska Department of Education, and shall meet at least the minimum indicators set by those Standards.

The crisis team shall share a copy of the district's All-Hazard School Safety Plan with local authorities and first responders.

The chair of the crisis team shall provide a copy of the district's All-Hazard School Safety Plan to the NDE Security Assessor at least one-week prior to the assessor's scheduled visit to the district.

5. Standard Response Protocol (SRP)

Crisis team shall be knowledgeable about the Standard Response Protocol promoted by the "I love u guys" Foundation.

The crisis team will coordinate with members of the administrative team to arrange for all students, employees and other individuals who routinely use the district's facilities to receive SRP training and guidance.

The crisis team will assess the need for SRP to be implemented at off campus locations where students may be present for school activities.

The crisis team will confer with individuals knowledgeable about students, staff or patrons who may have special needs in order for those individuals to be able to understand and implement the SRP.

6. Consultation With Building Principals

The crisis team shall confer with the principal of each building within the district to ensure that visible signage is present in each building which meets the needs of local emergency responders

The crisis team will review the utility of non-required drills in light of the needs and unique circumstances present within each building within the district. Non-required drills recommended by NDE include lock-down, lock out, evacuation, shelter and reunification process. The crisis team will consult with building principals to review both required and non-required drills.

7. Consultation with Threat Assessment Team

The crisis team will consult with members of the threat assessment team to determine if the district's All-Hazard School Safety Plan has been appropriately implemented and if it should be modified or updated.

8. Review of Training

The crisis team shall review the training which the school system provides for specified employees in required areas to comply with local, state, and federal regulations.

The crisis team shall also review any non-required training which could be provided to appropriate staff to increase the safety and security of the school district and its students, staff and patrons. If the team believes such non-required training would be beneficial, it shall recommend to the superintendent that the training be provided to the identified staff member at district expense.

9. Communication with School Community and Stakeholders

The crisis team will work continuously to improve communication with the school community and relevant stakeholders. This communication shall include, but not be limited to, the communication strategies and protocols identified in the district's All-Hazard School Safety Plan.

10. Communication with the Board of Education

The crisis team will report to the board at least annually on its activities. This report may be included as part of the superintendent's report at a regular board meeting.

Adopted on: 10-12-2020

Revised on:

Reviewed on: 3-10-2025

3042 Construction Management at Risk 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 construction management at risk 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 construction management at risk 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 construction management at risk contract delivery system.

Definitions. For purposes of this policy:

1. Construction management at risk contract means a contract by which a construction manager (a) assumes the legal responsibility to deliver a construction project within a contracted price to the school district, (b) acts as a construction consultant to the school district during the design development phase of the project when the school district's architect or engineer designs the project, and (c) is the builder during the construction phase of the project;
2. Construction manager means the legal entity which proposes to enter into a construction management at risk contract pursuant to the Act;
3. Proposal means an offer in response to a request for proposals by a construction manager to enter into a construction management at risk contract for a project pursuant to the act;
4. Request for proposals means the documentation by which a school district solicits proposals; and
5. School district means Yutan Public Schools.

Procedures.

1. Procedures for the preparation and content of requests for proposals shall include the following:

- A. At least thirty days prior to the deadline for receiving and opening proposals, notice of the request for proposals shall be published in a newspaper of general circulation within the school district and filed with the State Department of Education. The request for proposals shall contain, at a minimum, the following elements:
1. The identity of the school district for which the project will be built and the school district that will execute the contract;
 2. Policies adopted by the school district pursuant to the Act;
 3. The proposed terms and conditions of the 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 construction manager selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
 4. Any bonds and insurance required by law or as may be additionally required by the school district;
 5. General information about the project which will assist the school district in its selection of the construction manager, including a project statement which contains information about the scope and nature of the project, the project site, the schedule, and the estimated budget;
 6. The criteria for evaluation of proposals and the relative weight of each criterion; and
 7. A description of any other information which the school district chooses to require.
2. Procedures for the preparation and submission of proposals by the

construction manager shall be determined on a project-by-project basis and included within the requests for proposals.

3. Procedures for evaluating requests for proposals submitted to the school district by a construction manager shall include the following:

A. The school 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 school 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 construction manager under the Act, and (5) a resident of the school 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 construction manager who has a proposal being evaluated and shall not be employed by the school district or the school's architect or engineer.

B. The selection committee and the school 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 construction manager to complete the project **(up to ten percent)**;

(2) The ability of the proposed personnel of the construction manager to perform **(up to thirty percent)**;

(3) The character, integrity, reputation, judgment, experience, and efficiency of the construction manager **(up to thirty percent)**;

(4) The quality of performance on previous projects **(up**

to thirty percent);

- (5) The ability of the construction manager to perform within the time specified **(up to thirty percent);**
- (6) The previous and existing compliance of the construction manager 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).**

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.

- C. The school 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.
4. Procedures for negotiations between the school district and the construction managers submitting proposals prior to the acceptance of a proposal if any such negotiations are contemplated shall include the following:
- A. The school district may attempt to negotiate a construction management at risk contract with the highest ranked construction manager and may enter into a construction management at risk contract after negotiations.
 - B. The negotiations shall include a final determination of the manner by which the construction manager selects a subcontractor.
 - C. If the school district is unable to negotiate a satisfactory contract with the highest ranked construction manager, the school district may terminate negotiations with that construction manager. The school district may then undertake negotiations with the second highest ranked construction manager and may enter into a construction management at risk contract after negotiations.
 - D. If the school district is unable to negotiate a satisfactory contract with the second highest ranked construction manager, the school district may undertake negotiations with the third highest ranked construction manager, if any,

- and may enter into a construction management at risk contract after negotiations.
- E. If the school district is unable to negotiate a satisfactory contract with any of the ranked construction managers, the school district may either revise the request for proposals and solicit new proposals or cancel the construction management at risk process under the act.
 - F. If the school district is able to negotiate a satisfactory contract with a construction manager, the school district shall file a copy of all construction management at risk contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the construction manager shall file a copy of all contract modifications and change orders with the State Department of Education.
5. Procedures for filing and acting on formal protests relating to the solicitation or execution of construction management at risk contracts shall include the following:
- 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 school district to another party or by the failure of the school 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 construction manager. 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 school 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.

6. A construction management at risk contract may be conditioned upon later refinements in scope and price and may permit the school district in agreement with the construction manager to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the request for proposals.

Prohibitions. The school district shall not use a construction management at risk contract for any construction project excluded by NEB. REV. STAT. § 13-2914 or any other applicable law.

Adopted on: 10-12-2020

Revised on: 7-12-2021

Reviewed on: 3-10-2025

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 Yutan 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)**.

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. 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: 10-12-2020

Revised on: 7-12-2021

Reviewed on: 3-10-2025

3044 Incidental or De Minimis Use of Public Resources

The board prohibits its members and employees from using public resources for personal or political purposes as prohibited in the Nebraska Political Accountability and Disclosure Act ("Act"). However, the board recognizes that incidental or de minimis uses of public resources are sometimes necessary and within reason. The purpose of this policy is to comply with the Act and to authorize certain uses of public resources as permitted by the Act.

The following uses of public resources are permitted as incidental or de minimis:

- Limited communications with family members or other non-district employees for personal purposes, such as e-mails or text messages with a spouse using district hardware, software, internet, accounts, or other public resources so long as this communication does not distract from or interfere with employees performing their official duties, with interference determined in the sole and unfettered discretion of an employee's supervising administrator;
- Traveling to or from the person's home when the primary purpose serves the interests of the district. If an employee is unsure whether the primary purpose serves the interests of the district, the employee should obtain the approval of his or her supervising administrator, who is authorized to make that determination under this policy;
- Making a limited number of copies of personal documents when the person cannot make alternative arrangements;
- Using personal social media accounts or accessing appropriate websites which are consistent with the district's digital citizenship curriculum while off duty;
- Using district-owned computer programs, such as Word, Excel, Adobe, and others for personal purposes while off duty;
- Any other uses contained in the collective bargaining agreement or individual contract of the employee;
- Other uses by employees authorized by the superintendent or superintendent's designee. The board intends to allow the superintendent to authorize such uses on a case-by-case basis to the maximum extent permitted by the Act; and
- Other uses by the superintendent or board members authorized by the board president. The board intends to allow the board president to authorize such uses on a case-by-case basis to the maximum extent permitted by the Act

All uses pursuant to this policy must be (1) consistent with other district policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education "Rule 27"), and (3) reported as compensation in accordance with the Internal Revenue Code of 1986, as amended, and taxes, if any, are paid. It is the responsibility of each board member or employee to account for their own tax liability, and the district will not indemnify or account for any personal use of public resources by the board member or employee.

All of the provisions of Rule 27 will apply to non-certificated staff for the purposes of this policy. In addition, employees may not use the school's internet, computers, or other technology to access obscene or pornographic material, sext, or engage in any illegal activities.

Adopted on: 10-12-2020

Revised on:

Reviewed on: 3-10-2025

3045 Use of Sniffer Dogs

The board of education finds that the possession of illegal drugs and other contraband on school grounds is unlawful, is disruptive of the educational process, is harmful to students and staff, and is contrary to the interests of the school district. Accordingly, to minimize the presence of these items on school grounds, the administration is authorized to use sniffer dogs according to the protocol set forth in this policy.

Protocol for Use of Sniffer Dogs

1. The superintendent, or the building principal with the superintendent's permission, may initiate the use of specially trained sniffer dogs to conduct an inspection.
2. The administration will contact the canine provider and/or the appropriate law enforcement agency to schedule the use of a sniffer dog or dogs. The administration shall require an assurance from the provider that any sniffer dogs to be used in the school have been properly trained, and may request evidence of the training and/or certification of the dogs. In no event will the school district authorize a sniffer dog to sniff any person.
3. The superintendent or if designated by the superintendent, the building principal, and law enforcement representatives or canine provider will confer regarding the specific plan of areas to be inspected. The plan may involve any or all school building facilities, vehicles in the school parking lot, or other areas where student and staff vehicles are parked on school property during or after school hours.
4. If the inspection is scheduled for a day when school is in session, students and staff will be informed over the public address system, and will be directed to remain in their rooms until given further directions.
5. During the inspection, administrators may assign personnel to designated areas as deemed appropriate to assist in the smooth handling of the inspection.
6. After the inspection is finished, students and staff will be notified over the public address system, and will be thanked for their cooperation.
7. If the sniffer dog alerts, the alert will constitute reasonable cause for the administration to conduct a search of the property. If the sniffer

dog alerts on a vehicle on school grounds, the owner will be required to unlock the vehicle doors and trunk for further inspection of the interior of the vehicle. If the owner refuses to unlock the vehicle, the matter will be turned over to law enforcement authorities. The owner will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law. This may include discipline for the refusal to obey an administrative directive.

8. Any illegal drugs or contraband found on school grounds, whether in a desk, locker, vehicle, or any other place on school grounds, will be confiscated and turned over to law enforcement authorities. A student's parents will be contacted. The individual will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law.
9. At the conclusion of the inspection, school officials will confer with the canine provider and/or any law enforcement authorities who were involved in the inspection to review the results of the inspection. The administration may authorize any follow-up inspections or other action deemed appropriate.

NOTICE TO STUDENTS AND STAFF

Students and staff shall be informed of the District's policy regarding the use of sniffer dogs as soon as practicable after the adoption of this policy. Thereafter, students and staff shall be informed of the policy at the beginning of the school year. By this policy and/or via the provision in the student or staff handbook, students and staff are specifically notified that:

1. Lockers may be sniffed by sniffer dogs at any time.
2. Vehicles parked on school property may be sniffed by sniffer dogs at any time.
3. Classrooms and other common areas may be sniffed by sniffer dogs at any time students and staff are not present.
4. If contraband of any kind is found, the student or staff member shall be subject to appropriate disciplinary action.

Adopted on: 10-12-2020

Revised on:

Reviewed on: 3-10-2025

3046 Animals at Schools

Animals are not allowed in school district buildings or on school district property without the written permission of the superintendent or his or her designee except as provided in this policy or as otherwise required by law.

I. USE OF ANIMALS FOR INSTRUCTIONAL PURPOSES

Animals that support a district program or curriculum or that are used for instructional purposes are allowed in school district buildings or on school district property with the written permission of the superintendent or building principal.

II. SERVICE ANIMALS

The school district does not permit discrimination against individuals with disabilities, including those who require the assistance of a service animal. An individual with a disability is permitted to be accompanied by his/her service animal on school property when required by law, subject to the conditions of this policy.

Service Animal. A "service animal" is a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Work or tasks **do not** include the crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship. The work or tasks performed by a service animal must be directly related to the handler's disability or necessary to mitigate a disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. **See also**, Miniature Horses below.

School District Inquiries. School officials **may** ask the owner or handler of an animal whether the animal is required because of a disability and what work or task the animal has been trained to do **unless** the answers to these inquiries are readily apparent. School officials **may not** ask about the nature or extent of a person's disability and may not require documentary proof of certification or licensing as a service animal.

Procedural Requirements. The following requirements must be satisfied **before** a service animal will be allowed in school buildings or on school grounds:

Request. A person who wants to be accompanied by his/her service animal must submit a written request form to a principal or superintendent. The request form is attached to this policy. These requests must be renewed each school year or whenever a different service animal will be used. When a request to be accompanied by a service animal is submitted by, or on behalf of, a student who has an Individualized Education Program (IEP) and/or a Section 504 Plan, then the request shall be promptly referred to the student's respective IEP Team and/or 504 Team for its consideration and/or input.

Health and Vaccination. The owner or handler must have proof of current licensure from the local licensing authority including proof of the service animal's current vaccinations and immunizations required by law.

Service animals will not be allowed in school buildings or other school property until the school has approved the request.

Control. A service animal must be under the control of its handler at all times. The service animal must have a harness, backpack, vest identifying the dog as a trained service dog, leash, or other tether. If the handler is unable to use a harness, backpack, vest, leash, or other tether, because of a disability or the use of a harness, backpack, vest, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, the use of these items is not required. However, the service animal must be otherwise under the handler's control.

Exclusion or Removal from School. A service animal may be excluded from school property and buildings if a school administrator determines that:

- (1) A handler does not have control of the service animal;
- (2) The service animal is not housebroken;
- (3) The service animal presents a direct and immediate threat to others in the school; or
- (4) The animal's presence fundamentally alters the nature of the service, program, or activity.

The handler or the student's parent or guardian shall be required to remove the service animal from school premises immediately upon such a determination. If the service animal is removed, the individual with a disability shall be provided with the opportunity to participate in the service, program, or activity without the service animal.

Allergic Reactions. If any student or school employee assigned to a classroom or mode of transportation in which a service animal is permitted suffers an allergic reaction to the service animal, the person having custody and control of the animal will be required to remove the animal to a different location designated by an administrator. The school will arrange a meeting between school personnel, the individual with the disability, and the parents or guardian(s) of the person with the disability if that person is a student to develop an alternate plan.

Supervision and Care of Service Animals. The owner or handler of a service animal is solely responsible for the supervision and care of the animal, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The student's parent or guardian is responsible for providing for the supervision and the care of the animal in the event that his or her student is not able to do so. The school district is not responsible for providing any care, supervision, or assistance for a service animal.

Extra Charges. The owner or handler of a service animal will not be required to pay an admission fee or a charge for the animal to attend events for which a fee is charged.

Damage to School Property and Injuries. The owner or handler of a service animal is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the animal.

Miniature Horses. Requests to permit the use of a miniature horse by an individual with a disability will be addressed on a case-by-case basis by considering the following factors:

- (1) The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- (2) Whether the handler has sufficient control of the miniature horse;
- (3) Whether the miniature horse is housebroken; and
- (4) Whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.

All additional requirements outlined in this policy, which apply to service animals, shall apply to miniature horses.

Service Animal in Training. This policy shall also be applicable to service animals in training that are accompanied by a bona fide trainer.

Denial of Access and Grievance. If a school official denies a request for access of a service animal, the disabled individual or parent or guardian can file a written grievance with the school's Section 504 Coordinator.

III. THERAPY ANIMALS

The school district supports the use of therapy animals by teachers or other qualified school personnel ("Owner") for the benefit of its students subject to the conditions of this policy.

Therapy Animal. A "therapy animal" is an animal that has been individually trained and certified to work with its Owner to provide emotional support, well-being, comfort, or companionship to school district students. Therapy animals are not "service animals" as that term is used in the American with Disabilities Act. The animal must be well behaved and have a temperament that is suitable for interaction with students and others in a public school. Therapy animals are personal property of the Owner and are not owned by the school district.

Therapy Animal Standards and Procedures. The following requirements must be satisfied *before* a therapy animal will be allowed in school buildings or on school grounds:

Request. An Owner who wants to bring a therapy animal to school must submit a written request form to a principal or superintendent. The request form is attached to this policy. The request must be renewed each school year or whenever a different therapy animal will be used. When a request to bring a therapy animal to school is submitted by, or on behalf of, a student who has an Individualized Education Program (IEP) and/or a Section 504 Plan, then the request shall be promptly referred to the student's respective IEP Team and/or 504 Team for its consideration and/or input.

Training and Certification. The Owner must submit training and certification information requested by the Superintendent or his or her designee. Any certification required by the school district must remain current at all times.

Health and Vaccination. The therapy animal must be clean, well groomed, in good health, house broken, and immunized against diseases common to such animals. The Owner must submit proof of current required licensure from the local licensing authority and proof of

the therapy animal's current vaccinations and immunizations from a licensed veterinarian, if applicable.

Control. A therapy animal must be under the control of the Owner at all times.

Identification. The therapy animal must have appropriate identification identifying it as a therapy animal.

No Disruption. The therapy animal must not disrupt the educational process by any of its behaviors.

Health and Safety. The therapy animal must not pose a health and safety risk to any student, employee, or other person at school.

Supervision and Care of Therapy Animals. The Owner is solely responsible for the supervision and care of the therapy animal, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The school district is not responsible for providing any care, supervision, or assistance for a therapy animal.

Authorized Area(s). The Owner shall only allow the therapy animal to be in areas in school buildings or on school property that are authorized by school district administrators.

Insurance. The Owner must submit a copy of an insurance policy that provides liability coverage for the therapy animal while on school property.

Exclusion or Removal from School. A therapy animal may be excluded from school property and buildings if a school administrator determines that:

- (1) A handler does not have control of the therapy animal;
- (2) The therapy animal is not housebroken;
- (3) The therapy animal presents a direct and immediate threat to others in the school; or
- (4) The animal's presence otherwise interferes with the educational process.

The Owner shall be required to remove the therapy animal from school premises immediately upon such a determination.

Allergic Reactions. If any student or school employee assigned to a classroom in which a therapy animal is permitted suffers an allergic reaction

to the therapy animal, the Owner of the animal will be required to remove the animal to a different location designated by an administrator.

Damages to School Property and Injuries. The Owner of a therapy animal is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the therapy animal.

Other Therapy Animals. Therapy animals (1) owned by students, patrons, or other non-school employees or (2) owned by school employees for their own benefit will not be allowed on school grounds or school property except as otherwise required by law.

Adopted on: 10-12-20

Revised on: _____

Reviewed on: 5-15-23

3047
Data Breach Response

I. Preparation

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

A. Data Governance

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

1. Computing devices purchased by the district,
2. Software that is installed on district devices,
3. Staff members with access to district devices,
4. Staff members with active usernames and passwords for any district software.

B. New Devices and Software

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

II. Incident Response Plan

A. Assessment and Investigation

1. If the District becomes aware of a data breach it will make every reasonable effort to remedy the cause of the breach as soon as possible.
2. The District will 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. This investigation will include, but not be limited to, an assessment of what software, hardware, and physical documents were accessed; which District personnel had access to the compromised data; and what specific data was compromised.

B. Notification of Affected Individuals

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

C. Notification of Law Enforcement and Outside Organizations

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

Adopted on: 10-12-20
Revised on: _____
Reviewed on: 5-15-23

3048 Communicable Disease

The school district strives to provide a safe environment for both students and staff while safeguarding the rights of all students and employees, including those with communicable diseases.

Communicable Diseases. Communicable diseases are defined by the Nebraska Department of Health and Human Services in Title 173 Nebraska Administrative Code Chapter 1 and include HIV/AIDS, Hepatitis (A, B, and E), Measles, Mumps, and Tuberculosis.

School Attendance and Participation in School Sponsored Activities. A student who has been diagnosed with a communicable disease shall be provided with educational services in accordance with state law and board policy. Generally, individuals with a communicable disease will be restricted only to the extent necessary to prevent the transmission of the disease, to protect their health and rights of privacy, and to protect the health and safety of others. The decision regarding a student's education program and placement shall be made on an individual basis in light of current medical and educational information and recommendations. These will be determined by the superintendent, the student's Section 504 or Individualized Education Program (IEP) team, or the district's Crisis Team. In addition, participation in Nebraska School Athletic Association (NSAA) events will be subject to its rules and procedures, if any.

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

The superintendent will take appropriate measures if there is an epidemic or outbreak of a communicable disease which may include, but it's not limited to, the emergency exclusion or alternative placement of students or the closure of a school building or the entire school district.

Confidentiality. The existence of an individual's communicable disease shall be treated as confidential and will be limited to school staff on a "need-to-know" basis. If it is necessary to inform a person of another's condition (due to exposure, for instance), the person will be notified of the confidentiality of that disclosure. In addition, any communication about a student's

communicable disease shall be consistent with that student's IEP or Section 504 Plan, if any.

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

Reporting. School staff who learn that an individual has a communicable disease will report it to the proper authority as required by Title 173 Nebraska Administrative Code Chapter 1

Adopted on: 10-12-20

Revised on: _____

Reviewed on: 5-15-23

3049

Drones and Unmanned Aircraft

Drones, Unmanned Aircraft Systems, and any other such vehicles ("drones"), which are not operated for purposes of district programs or activities, may not be operated on or above district property without the prior written permission of the superintendent or designee. Any authorized use of drones must comply with all state and federal regulations governing the operation of drones, including FAA regulations.

Drones owned by the district or operated on or above district property with permission must be operated:

1. In compliance with this policy and all other district policies;
2. Only outside the school building(s) in the area authorized or designated by the superintendent or designee;
3. Under the direct supervision of an individual fully trained and skilled in the system's operation;
4. By an individual with the requisite skill and training to safely operate the drone; and
5. Consistent with any other limitations imposed by the superintendent or designee.

Any monitoring or recording of picture, video, or audio by a drone must have the prior written permission of the superintendent or designee and comply with all board policies governing recordings, data, and records.

Any unauthorized use of a drone is strictly prohibited. Devices used in a manner that does not comply with this policy or applicable state and federal law may be confiscated and the operator may be subject to discipline, civil liability, or criminal liability.

Adopted on: 10-12-20

Revised on: _____

Reviewed on: 5-15-23

3050

Technology in the Classroom

I. In General

The district desires to use technology in a way that aides in the education of students. New devices and applications offer a number of helpful tools that can improve the student experience and increase learning. Many of these devices and applications also create concerns about student privacy. It is the goal of the district to embrace the helpful elements of technological advancement while remaining mindful of potential student privacy issues.

II. Devices

A. Non-district issued electronic devices may be used in the classroom, under supervision of a staff member. Teachers who wish to bring a device into the classroom on a regular or permanent basis, should inform the principal before deploying the device.

1. Smart speakers such as Google Home, Amazon Echo, Apple HomePod, and similar devices may be used in the classroom. The device must be registered to an account linked to the classroom teacher's school email address. The district will not maintain any records created by use of the smart speaker device. Any record of use will be considered non-record communications pursuant to Nebraska's Records Management Act, and not be maintained by the district.
2. Assistive technology may be used in district classrooms. Any assistive technology, such as an AngelSense device, that uses "listen-in" functionality must have that function disabled while the student using the device is in a district classroom. No assistive technology devices will be permitted to record or transmit the classroom activity of other students unless required by law.
3. All other electronic devices that connect to the internet that a staff member wishes to use for the education of students should be disclosed to the administration prior to use. The district may at any time direct that a teacher discontinue use of a given device.

- B. Any classroom recordings made by a staff member will be made pursuant to district policy.

III. Applications

- A. School as Agent. The school will serve as an agent for parents/guardians in the collection of information within the school context. The school's use of student information is solely for education purposes.
- B. District Applications. The district uses various software applications to record, track, and store student data. Each application selected by the district is in compliance with federal and state law, to the best of the administration's knowledge. Should the district become aware that an application used by the district has suffered a data breach, or been found to be out of compliance with federal or state law, the district will investigate the scope of the violations and notify students, parents, and staff in accordance with district policy.
- C. Staff-Selected Applications.
 - 1. Staff are permitted to select applications for use in the classroom.
 - 2. Staff must perform basic due diligence to ensure that the application is safe for students and serves a pedagogical purpose. Staff must notify their supervising administrator of the application they plan to use as part of their lesson plan prior to their use in the classroom. The district may at any time direct that a teacher discontinue use of a given application. The district will provide training on the relevant student privacy laws to staff members who are selecting and deploying applications in the classroom.

Adopted on: 10-12-20
Revised on: _____
Reviewed on: 6-12-23

3051

Opioid Overdose Prevention and Response

The district will maintain an opioid antagonist in its schools, specifically naloxone, otherwise known by its brand name Narcan. Pursuant to Nebraska law and the Naloxone Standing Order issued by the Nebraska DHHS, Division of Public Health, the board will permit school nurses, trained school staff, or other individuals qualified by law to administer naloxone to any person at school or a school event displaying symptoms of an opioid overdose.

This policy shall not create a duty on the part of the school district and/or its personnel to administer naloxone. School representatives will not administer naloxone under the following circumstances:

- a. Naloxone is not available during the overdose emergency;
- b. There is no individual available who is qualified to administer naloxone; or
- c. School representatives are uncertain as to whether an opioid overdose is occurring.

Nothing in this policy is intended to regulate, restrict or otherwise deter a law enforcement officer, emergency medical technician, volunteer fire fighter, licensed medical professional or other authorized individual from administering his/her own supply of naloxone when responding in good faith to a suspected drug overdose occurring on school district property or at a school-sponsored event.

Procurement and Storage. The superintendent, in consultation with the school's nursing staff, will make the necessary arrangements to obtain naloxone. The naloxone will be stored unlocked in the nurses' office(s). The superintendent, in consultation with the school's nursing staff, will reorder naloxone.

Naloxone that is nearing its expiration date will be replaced. The school nurse shall maintain a log of naloxone supplies consistent with the district's practices for logging other medications.

Training. Licensed health care professionals and school resource officers employed on the high school and middle school levels shall all complete an approved naloxone training prior to carrying and/or administering naloxone. Other school staff members may be trained as determined by the administration. Once trained, staff members shall

review the DHHS standing order and applicable naloxone administration protocols as needed.

Recordkeeping and Reporting. Any individual who administers naloxone on behalf of the school district will promptly notify the building principal and superintendent of the facts and circumstances surrounding the drug overdose incident. The administration of naloxone to any student will be documented in his/her cumulative health record. The administration of naloxone to any staff member will be documented in his/her personnel file.

Adopted on: 10-12-20

Revised on: _____

Reviewed on: 6-12-20

3052
Leasing Personal Property

I. Leases of Personal Property by the District

A. Applicability of this policy.

Leases of personal property using any 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 Purchasing and Procurement with Federal Funds, which is found elsewhere in this section.

This policy applies to all other leases of personal property made by the school district other than construction, remodeling, repair and site improvements.

B. General Leasing Policy

1. The school district's budget shall be the guide for all leases of personal property. Any leases of personal property must be approved by the board or superintendent.
2. The board intends to lease competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended.
3. The leasing of equipment and other goods shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the leasing program of the school district.
4. Leases of personal property or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.
5. No board member, employee, volunteer, parent-teacher organization, or other individual or entity may use a school district account, its tax identification number, or its tax exemption to make personal leases of any kind or for any reason.

C. Leasing Procedures

1. School personnel must secure the approval of the board or superintendent before entering into a lease for personal property.
2. For lease of more than \$50,000.00, the district will secure written quotes and/or estimates from a reasonable number of vendors. The district will lease from a responsible vendor with the lowest price unless the board approves the lease from the more expensive vendor.

D. Relations with Vendors

1. The board wishes to maintain good working relations with vendors who lease equipment, goods, and other personal property to the school system. The school shall not extend favoritism to any vendors. Each lease shall be entered into on the basis of quality, price and delivery, with past experiences being a factor if all other considerations are equal.
2. No lease shall be made that violates any conflict of interest policy or law.
3. The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the lease will be awarded to the firm that is located within the district. However, the board will not sacrifice either quality or economy to patronize local businesses.

II. Lease of District-Owned Personal Property to Others

A. Personal Property Valued at No More Than \$25,000.00

If the Superintendent determines that any personal property that is owned by the school district and has a fair market value of no more than \$25,000.00 is not needed for school district use, the Superintendent may enter into a lease agreement for a period no longer than the period of time during which such property is not needed for school purposes and in no event longer than 30 days. The Superintendent is authorized to determine the terms and conditions of the lease of this district-owned personal property, provided

however that Superintendent will avoid leasing such personal property at a rate that is significantly lower than the fair market value for comparable rentals of similar personal property. At Superintendent's discretion, Superintendent may require lessors of this district-owned personal property to furnish property and liability insurance covering lessors use of such property.

B. Personal Property Valued in Excess of \$25,000.00

If the board of education determines that any personal property that is owned by the school district and has a fair market value of at least \$25,000.00 is not needed for school district use, the board may lease such property, or portion thereof, upon such terms and conditions as it determines.

Adopted on: 10-12-20
Revised on: _____
Reviewed on: 6-12-23

3053 Nondiscrimination

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

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

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

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

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

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

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

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

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

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

The Pregnant Workers Fairness Act (PWFA) – requires covered employers to provide reasonable accommodations to qualified employee’s or applicant’s known limitations related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions.

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

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

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

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

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

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

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

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

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

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

Adopted on: 10-12-2020

Revised on: 6-10-2024

Reviewed on:

3054
Law Enforcement Unit

The board is committed to providing a safe environment conducive to learning for members of the school community. In furtherance of this commitment, the board designates Yutan Police Department/Saunders County Sheriff's Office to act as the district's Law Enforcement Unit.

Authority of the Law Enforcement Unit. The law enforcement unit is officially authorized to:

- Enforce any local, State, or Federal law, or refer to appropriate authorities a matter for enforcement of any local, State, or Federal law against; *and*
- Maintain the physical security and safety of the district

In maintaining the physical security and safety of the district, the law enforcement unit may employ surveillance or other safety or security equipment in compliance with state and federal law. The law enforcement unit is responsible for the maintenance and security of any such equipment.

Records of the Law Enforcement Unit. All records created and maintained by the law enforcement unit for a law enforcement purpose are considered law enforcement unit records. This would include any records produced by surveillance or other safety or security equipment employed by the law enforcement unit to maintain the physical security and safety of the district.

Law enforcement unit records must be maintained by the law enforcement unit until the unit determines the records may be destroyed. The law enforcement unit is responsible for maintaining law enforcement unit records separate and apart from the student records maintained by the district pursuant to the board's policy regarding student records.

Law enforcement unit records may only be disclosed with the authorization of the Superintendent or his/her designee. Only copies of law enforcement unit records may be disclosed, and the original must be retained by the law enforcement unit and will continue to be considered a law enforcement unit record.

Adopted on: 10-12-20
Revised on: _____
Reviewed on: 6-12-23

3055 School Resource Officers

The school district must have in effect a memorandum of understanding (MOU) with any law enforcement agency or any security agency prior to using the services of a school resource officer (SRO) or security guard. The MOU shall comply with all state law requirements.

Employer. The SRO or security guard are employees of the law enforcement agency or security agency.

Required Training. Each SRO and security guard and at least one administrator in each elementary or secondary school where an SRO or security guard is assigned must attend a minimum of twenty hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers and security guards, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings.

Prosecution Referral Records. The district must create and maintain records on each student referral for prosecution from an SRO in response to an incident occurring at school, on school grounds, or at a school-sponsored event. The records must allow for analysis of related data and must include the reason for the referral and the federally identified demographic characteristics of each student.

Parent or Guardian Notification. School officials are not required to notify a parent or guardian or give them an opportunity to be present if the student is subjected to questioning or interrogation by a school official. School officials will notify a parent or guardian or give them an opportunity to be present if the student is subjected to questioning or interrogation by an SRO or security guard operating in conjunction with a school official as provided in the school's separate policy regarding investigations, arrests, and other student contact by law enforcement, Health and Human Services, or other child welfare agencies.

Rights Advisement. School officials will not advise students of any constitutional rights before student questioning or interrogation. The advisement, if any, shall be made by the SRO or security guard as provided by their agencies' policies and procedures.

Referral to Law Enforcement for Prosecution. The school district's student discipline policy is the school policy required by state law that addresses the student conduct or actions that will be referred to law enforcement for prosecution and the type of student conduct or actions that will be resolved as a disciplinary matter by a school official and not referred to law enforcement.

Restraint and Seclusion. The school district's restraint and seclusion policy applies to the use of restraint and seclusion on students by school district employees. SROs and security guards that are not employees of the school district are not governed by the school district's restraint and seclusion policy. Instead, they will be governed by the restraint and seclusion policies, practices, and procedures implemented by their employers.

Filing and Posting the MOU. The superintendent shall provide a copy of any initial MOU entered into under this policy to the Nebraska Department of Education (Department) or post a copy on the school district's website within three months of its adoption. The superintendent shall thereafter file any changes to the MOU with the Department or post it on the school district's website no later than January 1st of each year.

Complaint Process. Any student or parent who wishes to express a concern or file a complaint about an SRO or security guard and the practices of the SRO or security guard must follow the school district's complaint procedure.

Adopted on: 10-12-2020

Revised on:

Reviewed on: 7-17-2023

3056 Guest Speakers

The school board recognizes that guest speakers with demonstrated expertise in areas of interest to the school district and its students may enrich the students' educational experiences. The school district has adopted this policy to ensure that the messages provided by outside speakers do not conflict with school district policies, the fundamental values of a public school education, or the legal limitations placed on public school districts. Individuals who wish to invite a guest speaker must follow the procedures outlined below.

Classroom or School-Sponsored Activity Guest Speakers. Teachers or activity sponsors who desire to invite a guest speaker to address his or her class or activity members must:

1. Research the guest speaker, have a clear understanding of the guest speaker's purpose and message, and determine that the speaker's message complies with the school district's policies and fundamental values.
2. Complete a Guest Speaker Request Form and submit it to the building principal at least 30 days prior to the proposed appearance.
3. Notify the main office of name, time, and date of the guest speaker's appearance (if the request is approved).
4. Notify parents of the name, time, date, and topic and summary of the presentation at least 10 days before the presentation (if the request is approved).
5. Require the guest speaker to submit a copy of any visual or written materials to the employee at least 24 hours prior to any presentation. The employee shall submit the materials to the principal upon receipt.
6. Prepare students in advance for the experience.
7. Inform the guest speaker that students or employees may ask challenging questions or offer differing viewpoints.
8. Terminate the presentation if the speaker fails to limit his or her remarks to the subject on which he or she has been invited to speak.
9. Remain with the speaker and students to facilitate and monitor the discussion.

10. Provide appropriate follow-up activities and education.

Assembly Speakers. Employees who desire to invite a guest speaker to address staff or students at an assembly must follow the identical procedures outlined above. In addition, the employee must submit the Guest Speaker Request Form to the superintendent at least 30 days prior to the proposed appearance and the speaker submitted materials upon receipt.

Request Consideration. The administrator(s) must research the guest speaker and determine that the speaker's message complies with the school district's policies and fundamental values. If it does not comply, the administrator will reject the request. If it does comply, the administrator shall then consider the following factors when approving or denying the request:

1. The guest speaker's ability to appropriately and adequately address the topic with the students based upon the speaker's education, training, expertise, or other qualifications.
2. The materials submitted by the guest speaker.
3. The educational value to students of the presentation.
4. The relevance of the presentation to the class, activity, or school's educational mission.
5. Whether the topic of the presentation is appropriate for the students' ages and level of maturity.
6. Whether the speaker has a history of providing factual information in a fair and balanced manner or if he or she has previously advocated for a particular position or espoused personal opinion, bias, or partisanship.
7. Whether the speaker's proposed presentation is consistent with the fundamental values of a public school education and/or encourages the fundamental values, habits, or manners of civility.
8. Whether the speaker's proposed presentation will satisfy the Nebraska Department of Education's accreditation, curriculum, or standards requirements or recommendations.

The administrator shall notify the employee of his or her decision.

Controversial Issues. If the employee or administrator determine that the guest speaker's topic or presentation is partisan or controversial but will still be of benefit to the students, (1) the employee and administrator will work

with the guest speaker to develop a plan that will allow the issue to be presented in an objective and unbiased manner and/or (2) the employee and administrator will develop a plan that will allow opposing viewpoints to be presented. The employee will notify students and their parents at least 10 days in advance of the nature of the presentation. If a student does not wish to attend a controversial presentation, the employee will either excuse the student from attending or provide an alternative assignment.

Other Requirements. The inviting employee or appropriate administrator may interrupt or stop the presentation if it violates this or any other school policy.

Adopted on: 10-12-2020

Revised on:

Reviewed on: 7-17-2023

3057
Title IX Policy

It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

1. Title IX Coordinator

1.1. **Designation.** The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the "**Title IX Coordinator.**" The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, Mr. Josh Lynch, who may be contacted in person or by mail at 1200 2nd Street, Yutan, NE 68073, by telephone at 402-625-2243 or by electronic mail at jlynch@yutanps.org. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

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

2.1. **Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

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

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

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

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

2.6. **Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

- 2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;
- 2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;
- 2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:
 - 2.6.3.1. **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.
 - 2.6.3.1.1. **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.
 - 2.6.3.1.2. **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
 - 2.6.3.1.3. **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

- 2.6.3.1.4. **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
- 2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.
 - 2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
 - 2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent
- 2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a), which means violence committed by a person—
 - 2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - 2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - 2.6.4.2.1. The length of the relationship.
 - 2.6.4.2.2. The type of relationship.
 - 2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.
- 2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a), which includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other

coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who—

2.6.5.1. is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;

2.6.5.2. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;

2.6.5.3. shares a child in common with the victim; or

2.6.5.4. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

2.6.6.1. fear for his or her safety or the safety of others; or

2.6.6.2. suffer substantial emotional distress.

2.7. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the

district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

3. Discrimination Not Involving Sexual Harassment.

3.1. General Prohibition. Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

3.2. Specific Prohibitions. Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:

- 3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;
- 3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;
- 3.2.3. Deny any person any such aid, benefit, or service;
- 3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;
- 3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;
- 3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;
- 3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

3.3. Complaint Procedure. All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other

state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district’s general complaint procedure, Board Policy 2006.

4. **Response to Sexual Harassment**

4.1. **Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District’s Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

4.2. **General Response to Sexual Harassment.** When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy “education program or activity” includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district’s response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

4.3. **Emergency Removal.** Nothing in this policy precludes the district from removing a respondent from the district’s education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any

student or other individual arising from the allegations of sexual harassment justifies removal. In the event that the district so removes a respondent on an emergency basis, then the district will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

4.4. **Administrative Leave.** Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

4.5. **General Response Not Conditioned on Formal Complaint.** With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.

5. **Grievance Process for Formal Complaints of Sexual Harassment.**

5.1. **General Requirements.**

5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility

determinations may not be based on a person's status as a complainant, respondent, or witness.

- 5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
- 5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.
 - 5.1.4.1. **All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.
 - 5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:
 - 5.1.4.2.1. The definition of sexual harassment in subsection 2.6;
 - 5.1.4.2.2. The scope of the district's education program or activity;
 - 5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and
 - 5.1.4.2.4. How to serve impartially, including by avoiding prejudice of the facts at issue, conflicts of interest, and bias.

- 5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.
- 5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.
- 5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- 5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.
- 5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.
- 5.1.8. **Range of Supportive Measures.** The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.

5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

5.2. **Notice of Allegations.**

5.2.1. **Initial Notice.** Upon receipt of a formal complaint, the district will provide the following written notice to the parties who are known:

5.2.1.1. A copy of this policy.

5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

5.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.

5.3. Dismissal of Formal Complaint.

- 5.3.1. The district will investigate the allegations in a formal complaint.
- 5.3.2. **Mandatory Dismissals.** The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint:
 - 5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;
 - 5.3.2.2. Did not occur in the district's education program or activity; or
 - 5.3.2.3. Did not occur against a person in the United States.
- 5.3.3. **Discretionary Dismissals.** The district **may** dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:
 - 5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
 - 5.3.3.2. The respondent is no longer enrolled in or employed by the district; or
 - 5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.
- 5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.
- 5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

5.4. Consolidation of Formal Complaints. The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

5.5. Investigation of Formal Complaint. When investigating a formal complaint and throughout the grievance process, the district will:

- 5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;
- 5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);
- 5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- 5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- 5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including

the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

- 5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- 5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and
- 5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

5.6. Determination Regarding Responsibility

- 5.6.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).
- 5.6.2. **Exchange of Written Questions.** After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.
- 5.6.3. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:
 - 5.6.3.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;
 - 5.6.3.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
 - 5.6.3.3. Findings of fact supporting the determination;

5.6.3.4. Conclusions regarding the application of the district's code of conduct to the facts;

5.6.3.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

5.6.3.6. The district's procedures and permissible bases for the complainant and respondent to appeal.

5.6.4. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

5.6.5. The Title IX Coordinator is responsible for effective implementation of any remedies.

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

5.7.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) 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, 34 C.F.R. part, 106, and Title IX.

5.7.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

5.7.2.1. Procedural irregularity that affected the outcome of the matter;

5.7.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

5.7.2.3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

5.7.3. As to all appeals, the district will:

5.7.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

5.7.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

5.7.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

5.7.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

5.7.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

5.7.3.6. Provide the written decision simultaneously to both parties.

5.8. Informal Resolution. The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

5.8.1. Provides to the parties a written notice disclosing:

5.8.1.1. The allegations;

5.8.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;

5.8.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

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

5.8.2. Obtains the parties' voluntary, written consent to the informal resolution process; and

5.8.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

5.9. Recordkeeping.

5.9.1. The district will maintain for a period of seven years records of:

- 5.9.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;
 - 5.9.1.2. Any appeal and the result therefrom;
 - 5.9.1.3. Any informal resolution and the result therefrom; and
 - 5.9.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.
- 5.9.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

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

7. **Access to Classes and Schools.**

7.1. **General Standard.** Except as provided in this section or otherwise in 34 C.F.R. part 106, the district will not provide or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation therein by any of its students on the basis of sex.

7.1.1. **Contact sports in physical education classes.** This section does not prohibit separation of students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.

7.1.2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.

7.1.3. **Human sexuality classes.** Classes or portions of classes that deal primarily with human sexuality may be conducted in separate sessions for boys and girls.

7.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.

7.2. **Classes and Extracurricular Activities.** The district may provide nonvocational single-sex classes or extracurricular activities as permitted by 34 C.F.R. part 106.

8. **Athletics.** 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, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of

each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

8.2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.

9. **Certain Different Treatment on the Basis of Sex Permitted.** Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.

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

10.1. Specific Circumstances.

10.1.1. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this section.

10.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not

constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

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

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

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

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

Adopted on: 8-10-2020

Reviewed on:

Revised on: 7-17-2023

3060
Firearms and Weapons for Non-Students

Weapons. No person may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. **Definition of Weapon.** The term "weapon" means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.

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

Exceptions Regarding Firearms. The prohibition against firearms does not apply to:

1. The issuance of firearms to or possession by members of the armed forces of the United States, active or reserve, National Guard of this State, or Reserve Officers' Training Corps or peace officers or other duly authorized law enforcement officers when on duty or training; or
2. The possession of firearms by peace officers or other duly authorized law enforcement officers

The carrying of firearms by qualified law enforcement officers or qualified retired law enforcement officers carrying pursuant to 18 U.S.C. 926B or 926C, respectively, as such sections existed on January 1, 2023

3. Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;
4. Firearms which may lawfully be possessed by a person for the purpose of using them, with the approval of the school, in a historical reenactment, in a hunter education program, or as part of an honor guard;

5. Firearms contained within a private vehicle **operated by a nonstudent adult** that are not loaded **and** are enclosed in a case or are in a locked firearm rack that is on a motor vehicle; or
6. A handgun carried as a concealed handgun by **a nonstudent** other than a minor or prohibited person in a vehicle or on his or her person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area.

Consequences. In the event a person violates this policy, the school may:

- Make a report to law enforcement;
- Ban any violator from school grounds, school vehicles, or school events for any time period it deems appropriate; and/or
- Take any other action allowed by law.

Adopted on: 12-14-2020

Revised on: 7-15-2024

Reviewed on: