

Board of Education Regular Meeting

Central Office, Wauneta Attendance Center
PO Box 368
Wauneta, NE 69045

Monday, July 11, 2022 6:00 PM

Hondo Fanning: Present

John Jutten: Present

Laurie Maris: Present

Aaron McKinney: Present

Allison Sandman: Present

Marty Wheeler: Present

I. Call to Order

Called the meeting to order at 6:07 pm MT.

I.1. Pledge of Allegiance

The Pledge of Allegiance was recited.

I.2. Posting Verification

McKinney and Maris verified meeting posting.

I.3. Open Meetings Act Notice

I.4. Mission Statement

II. Roll Call

III. Amendments to the Agenda/Approval of the Proposed Agenda

IV. Discussion Items

IV.1. Committee Reports: Americanism/Instruction

IV.2. Student Fees Policy Hearing

Open hearing at 6:11 pm MT.

Close hearing at 6:14 pm MT.

V. Action Items

V.1. Approval and Signing of 6/13/2022 Regular Meeting Minutes

To approve and sign the 6/13/2022 regular meeting minutes Passed with a motion by Laurie Maris and a second by John Jutten.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

V.2. Approval of District Expenditures and Budget Reports

To approve the budget reports as presented and the expenditures of payroll \$235,956.22, accounts payable \$116,344.90 for a total of \$352,301.12 Passed with a motion by John Jutten and a second by Aaron McKinney.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

V.3. Approval of Pre-Engineered Steel Building

To approve the pre-engineered steel building bid of \$392,506 from Ceko Buildings (\$77494 under budget of \$470000) Passed with a motion by Aaron McKinney and a second by Laurie Maris.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

V.4. Approval of 2022-2023 Teaching Contracts

To approve 2022-2023 teaching contracts for Lisa McAlevy and Kristy Vapenik Passed with a motion by Laurie Maris and a second by Hondo Fanning.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

V.5. Approve Substitute Teacher Pay Increase

To approve substitute teacher pay increase to \$140 per day Passed with a motion by John Jutten and a second by Marty Wheeler.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

V.6. Approval of 2022-2023 Meal Prices

To approve 2022-2023 meal price increase of \$.10 per meal, to reflect \$2.20 K-12 Breakfast, \$2.75 Adult Breakfast, \$2.85 K-6 Lunch, \$3.20 7-12 Lunch, \$3.95 Adult Lunch Passed with a motion by Hondo Fanning and a second by Marty Wheeler.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

VI. Policy Review

VI.1. Adopt Student Fees Policy

To adopt the 2022-2023 Student Fees Policy 5416 Passed with a motion by Laurie Maris and a second by John Jutten.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

VI.2. First Reading of Updated District Policies 1000 Series

To approve the first reading and waive the oral reading of 1000 series updated board policies Passed with a motion by Laurie Maris and a second by Aaron McKinney.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

VI.3. Annual Policy Review Updates: Policies 1220, 3132, 3540, 4009, 4133, 6600,8343, 8346, 9340

To approve the first reading and waive the oral reading of policies 1220, 3132, 3540, 4009, 4133, 6600, 8343, 8346, 9340 Passed with a motion by John Jutten and a second by Hondo Fanning.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

VII. Administrative Reports

VII.1. Superintendent Report

Geier shared with the board Mike Ruyle was here for Marzano training with staff for instructional strategies. July 18th Stacy Agnew with FFA Foundation will present at 8 am MT in the ag room, administrator days are July 20-21. Geier is still working through the 2022-2023 budget.

VII.2. Principal Report

VII.3. NASB Report

Area Membership Meeting SEPTEMBER 20 - NORTH PLATTE
ANNUAL SPARQ DATA SOLUTIONS TAILGATE
SATURDAY, SEPTEMBER 17 - LINCOLN
FACILITIES & CONSTRUCTION
SEPTEMBER 22 - KEARNEY
LABOR RELATIONS CONFERENCE
OCTOBER 5-6 - LINCOLN

VIII. Executive Session

VIII.1. Enter Into Executive Session

VIII.2. Return to Open Session

IX. Next Regular Meeting

Monday, August 8, 2022 at 6 pm MT/7 pm CT in Wauneta.

X. Recognition of Visitors/Public Comments

XI. Adjourn

Meeting adjourned at 7:24 pm MT.

STUDENT FEES POLICY

The Board of Education of Wauneta-Palisade Public Schools adopts the following student fees policy in accordance with the Public Elementary and Secondary Student Fee Authorization Act.

The District's general policy is to provide for the free instruction in school in accordance with the Nebraska Constitution and state and federal law. This generally means that the District's policy is to provide free instruction for courses which are required by state law or regulation and to provide the staff, facility, equipment, and materials necessary for such instruction, without charge or fee to the students.

The District does provide activities, programs, and services to children which extend beyond the minimum level of constitutionally required free instruction. Students and their parents have historically contributed to the District's efforts to provide such activities, programs, and services. The District's general policy is to continue to encourage and, to the extent permitted by law, to require such student and parent contributions to enhance the educational program provided by the District.

Under the Public Elementary and Secondary Student Fee Authorization Act, the District is required to set forth in a policy its guidelines or policies for specific categories of student fees. The District does so by setting forth the following guidelines and policies. This policy is subject to further interpretation or guidance by administrative or Board regulations which may be adopted from time to time. The Policy includes Appendix "1," which provides further specifics of student fees and materials required of students for the 2004-2005 school year. Parents, guardians, and students are encouraged to contact their building administration or their teachers or activity coaches and sponsors for further specifics.

and subsequent

(I) Guidelines for non-specialized attire required for specified courses and activities. Students have the responsibility to furnish and wear nonspecialized attire meeting general District grooming and attire guidelines, as well as grooming and attire guidelines established for the building or programs attended by the students or in which the students participate. Students also have the responsibility to furnish and wear nonspecialized attire reasonably related to the programs, courses and activities in which the students participate where the required attire is specified in writing by the administrator or teacher responsible for the program, course or activity.

The District will provide or make available to students such safety equipment and attire as may be required by law, specifically including appropriate industrial-quality eye protective devices for courses of instruction in vocational, technical, industrial arts, chemical or chemical-physical classes which involve exposure to hot molten metals or other molten materials, milling, sawing, turning, shaping, cutting, grinding, or stamping of any solid materials, heat treatment, tempering, or kiln firing of any metal or other materials, gas or electric arc welding or other forms of welding processes, repair or servicing of any vehicle, or caustic or explosive materials, or for laboratory classes involving caustic or explosive materials, hot liquids or solids, injurious radiations, or other similar hazards. Building administrators are directed to assure that such equipment is available in the appropriate classes and areas of the school buildings, teachers are directed to instruct students in the

usage of such devices and to assure that students use the devices as required, and students have the responsibility to follow such instructions and use the devices as instructed.

(2) Personal or consumable items & miscellaneous

(a) Extracurricular Activities. Students have the responsibility to furnish any personal or consumable items for participation in extracurricular activities.

(b) Courses

(i) General Course Materials. Items necessary for students to benefit from courses will be made available by the District for the use of students during the school day. Students may be encouraged, but not required, to bring items needed to benefit from courses including, but not limited to, pencils, paper, pens, erasers, notebooks, trappers, protractors and math calculators. A specific class supply list will be published annually in a Board-approved student handbook or supplement or other notice. The list may include refundable damage or loss deposits required for usage of certain District property.

(ii) Damaged or Lost Items. Students are responsible for the careful and appropriate use of school property. Students and their parents or guardian will be held responsible for damages to school property where such damage is caused or aided by the student and will also be held responsible for the reasonable replacement cost of school property which is placed in the care of and lost by the student.

(iii) Materials Required for Course Materials. Students are permitted to and may be encouraged to supply materials for course projects. Some course projects (such as projects in art and shop classes) may be kept by the student upon completion. In the event the completed project has more than minimal value, the student may be required, as a condition of the student keeping the completed project, to reimburse the District for the reasonable value of the materials used in the project. Standard project materials will be made available by the District. If a student wants to create a project other than the standard course project, or to use materials other than standard project materials, the student will be responsible for furnishing or paying the reasonable cost of any such materials for the project.

(iv) Music Course Materials. Students will be required to furnish musical instruments for participation in optional music courses. Use of a musical instrument without charge is available under the District's fee waiver policy. The District is not required to provide for the use of a particular type of musical instrument for any student.

(v) Parking. Students may be required to pay for parking on school grounds or at school-sponsored activities, and may be subject payment of fines or damages for damages caused with or to vehicles or for failure to comply with school parking rules.

(3) Extracurricular Activities-Specialized equipment or attire. Extracurricular activities means student activities or organizations which are supervised or administered by the District, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the District. The District will generally furnish students with specialized equipment and attire for participation in extracurricular activities. The District is not required to provide for the use of any particular type of equipment or attire. Equipment or attire fitted for the student and which the student generally wears exclusively, such as dance squad, cheerleading, and music/dance activity (e.g. choir or show choir) uniforms and outfits, along with T-shirts for teams or band members, will be

required to be provided by the participating student. The cost of maintaining any equipment or attire, including uniforms, which the student purchases or uses exclusively, shall be the responsibility of the participating student. Equipment which is ordinarily exclusively used by an individual student participant throughout the year, such as golf clubs, softball gloves, and the like, are required to be provided by the student participant. Items for the personal medical use or enhancement of the student (braces, mouth pieces, and the like) are the responsibility of the student participant. Students have the responsibility to furnish personal or consumable equipment or attire for participation in extracurricular activities or for paying a reasonable usage cost for such equipment or attire. For musical extracurricular activities, students may be required to provide specialized equipment, such as musical instruments, or specialized attire, or for paying a reasonable usage cost for such equipment or attire.

(4) Extracurricular Activities-Fees for participation. Any fees for participation in extracurricular activities for the 2004-2005 school year are further specified in Appendix "1." Admission fees are charged for extracurricular activities and events.

(5) Postsecondary education costs. Students are responsible for postsecondary education costs. The phrase "postsecondary education costs" means tuition and other fees only associated with obtaining credit from a postsecondary educational institution. For a course in which students receive high school credit and for which the student may also receive postsecondary education credit, the course shall be offered without charge for tuition, transportation, books, or other fees, except tuition and other fees associated with obtaining credits from a postsecondary educational institution.

(6) Transportation costs. Students are responsible for fees established for transportation services provided by the District as and to the extent permitted by federal and state laws and regulations.

(7) Copies of student files or records. The Superintendent or the Superintendent's designee shall establish a schedule of fees representing a reasonable cost of reproduction for copies of a student's files or records for the parents or guardians of such student. A parent, guardian or student who requests copies of files or records shall be responsible for the cost of copies reproduced in accordance with such fee schedule. The imposition of a fee shall not be used to prevent parents of students from exercising their right to inspect and review the students' files or records and no fee shall be charged to search for or retrieve any student's files or records. The fee schedule shall permit one copy of the requested records be provided for or on behalf of the student without charge and shall allow duplicate copies to be provided without charge to the extent required by federal or state laws or regulations.

(8) Participation in before-and-after-school or prekindergarten services. Students are responsible for fees required for participation in before-and-after-school or prekindergarten services offered by the District, except to the extent such services are required to be provided without cost.

(9) Participation in summer school or night school. Students are responsible for fees required for participation in summer school or night school. Students are also responsible for correspondence courses.

(10) Breakfast and lunch programs. Students shall be responsible for items which students purchase from the District's breakfast and lunch programs. The cost of items to be sold to students shall be consistent with applicable federal and state laws and regulations. Students are also responsible for the cost of food, beverages, and personal or consumable items which the students purchase from the District or at school, whether from a "school store," a vending machine, a booster club or parent group sale, a book order club, or the like. Students may be required to bring money or food for field trip lunches and similar activities.

(11) Waiver Policy. The District's policy is to provide fee waivers in accordance with

the Public Elementary and Secondary Student Fee Authorization Act. Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for: (1) participation in extracurricular activities and (2) use of a musical instrument in optional music courses that are not extracurricular activities. Participation in a free-lunch program or reduced-price lunch program is not required to qualify for free or reduced price lunches for purposes of this section. Students or their parents must request a fee waiver prior to participating in or attending the activity, and prior to purchase of the materials.

(12) Distribution of Policy. The Superintendent or the Superintendent's designee shall publish the District's student fee policy in the Student Handbook or the equivalent (for example, publication may be made in an addendum or a supplement to the student handbook). The Student Handbook or the equivalent shall be provided to every student of the District or to every household in which at least one student resides, at no cost.

(13) Student Fee Fund. The School Board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund not funded by tax revenue, into which all money collected from students and subject to the Student Fee Fund shall be deposited and from which money shall be expended for the purposes for which it was collected from students. Funds subject to the Student Fee Fund consist of money collected from students for: (1) participation in extracurricular activities, (2) postsecondary education costs, and (3) summer school or night school.

CERTIFICATION

On the 11th day of July 2022, the school board held a public hearing at a meeting of the school board on a proposed student fee policy. Such public hearing followed a review of the amount of money collected from students pursuant to, and the use of waivers provided in, the student fee policy for the preceding school year. The foregoing student fee policy was adopted after such public hearing by a majority vote of the school board at an open public meeting in compliance with the public meetings in compliance with the public meetings laws.

Superintendent or Other Authorized School Official

Legal References:

- Neb. Rev. Stat. §§79-2,125 to 79-2,135 and Laws 2003, LB 249 (The Public Elementary and Secondary Student Fee Authorization Act)
- Neb. Constitution, Article VII, section 1.
- Neb. Rev. Stat. §§79-241, 79-605, and 79-611(transportation)
- Neb. Rev. Stat. §79-2,104 (student files or records)
- Neb. Rev. Stat. §79-715 (eye-protective devices)
- Neb. Rev. Stat. §79-737 (liability of students for damages to school books)
- Neb. Rev. Stat. §79-1104 (before-and-after-school or prekindergarten services)
- Neb. Rev. Stat. §§79-1106 to 79-1108.03 (accelerated or differentiated curriculum program)

Date of Adoption: July 11, 2022

**Appendix "1" to 2006-2007 Student Fees Policy of
Wauneta-Palisade Public Schools**

Additional Specification of Required Materials and Fees¹

Program	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum)² or Specific Material Required
Elementary Program		
Physical Education classes	Appropriate clothing (non-specialized attire)	Tennis shoes and white socks, running shorts, T-shirt
Art classes and special projects or events	Appropriate clothing (non-specialized attire)	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged
Music-Optional band Courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, drum sticks, lyres, flip folders, slide grease, reed guards, cleaning swabs, mouthpiece brushes, pad savers, ligatures, and a "gig bag", etc.) Limited instruments available for use by any student. Instrument Rental Fee is \$20.00 per semester or \$40 per year for use of school owned instrument.
Music -Optional Blue Notes Honor Choir	Coordinating group attire	Blue notes shirts and dark pants
Classroom supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None--necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists

¹ This listing is a part of the 2006-2007 Student Fees Policy and is intended to provide supplemental information. For additional specifications, refer to the Policy.

² Generally, dollar amounts are stated in terms of "maximums." The actual fee or charge may be less during the 2006-2007 school year.

Field Trips	Transportation and admission costs of field trips	None-costs of school sponsored, class-related field trips will be paid for by the school. Parents may be encouraged but not required to pay for field trip costs of up to \$5.00 per student for each field trip to defray costs. (With administrative approval, the requested donation may be up to \$100.00 for special field trips). Meals on field trips will be at the expense of the student. School lunches will be provided as needed for free-reduced lunch eligible students.
Summer school courses	Classes offered during the summer, or at night, if any	Varies per class.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge).	Ten cents (.10) per page when charges apply.
School Meals		Breakfast--\$ 2.20 Lunch \$2.85 K-6, \$3.20 7-12 Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.
Secondary Program	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required
Physical Education classes	Appropriate clothing (non-specialized attire)	Tennis shoes and white socks, running shorts, T-shirt
Art and shop classes and special projects, science classes	Appropriate clothing (non-specialized attire) Goggles 1 pair provided per year. If lost or damaged students are required to purchase a new pair.	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged; protective clothing for shop classes; approved protective goggles for science classes.

Music-Optional band courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, etc.) Limited instruments available for use by any student. Instrument Rental Fee is \$20.00 per semester or \$40 per year for use of school owned instrument.
Classroom Supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None--necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists which may be handed out by the office or individual teachers.
Classroom Projects, i.e., Family & Consumer Science, Industrial Technology	Project Cost	Student pays cost that is beyond the standard project provided by the school.
Advanced math or science classes	Specialized calculators	Some calculators will be available at school. If lost or damaged a replacement fee will be assessed at a rate paid by the school. Students are encouraged but not required to purchase such equipment. for their personal use.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge)	Ten cents (.10) per page when charges apply.
School Meals		Breakfast--\$1.45 Lunch--\$1.75 Milk--\$.20 Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.
Post-secondary education classes	Tuition and fees for college courses taken for credit.	None--Any postsecondary education costs are to be paid directly by students to the college.

End of year lost or damaged books	Damage fee or replacement cost	Fees and fines up to \$5.00 for damaged books. Lost books or ruined books are charged replacement cost, generally at a maximum of \$60.00				
Yearbooks - Optional	School Book	Yearbooks are published and made available for purchase every year. Cost is generally about \$35				
College entrance tests and preparation	Prep programs & tests	Costs of college entrance tests or prep courses, such as ACT preparation tutoring, PSAT test, and ACT test, are optional and to be paid directly to the private companies involved.				
Summer school courses	Classes offered during the summer, or at night, if any	Drivers education class: Prices vary.				
Locker usage	Use of school padlock	\$5.00 fee if damaged or not returned at the end of the year.				
Extracurricular and other programs	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required				
Athletic Programs						
1. Admission	Spectator fees for admission to events	\$5.00 per event maximum. Students may purchase an Activity Ticket for \$15.00 per year. For District and Conference events hosted by the School, cost to be set by NSAA but not to exceed \$20.00 per event.				
2. Athletic Physicals	NSAA required athletic physicals	Cost varies; payable directly to student's physician or clinic.				
3. Equipment and attire	Students are responsible for required equipment and attire appropriate to the sport or activity which are not provided by the school, and are responsible for any optional clothing, equipment, or other items associated with the sport or activity. Uniform items are checked out to students. If lost or damaged students will be assessed fees in the amount of replacement cost.	Required items include athletic undergarments (supporter, bra, socks and undershirts), practice attire, including shorts, shirts, socks and shoes suitable for the activity, and dress attire suitable for team travel. Optional items for which students are responsible include: personal athletic bags, hair ties, sweat bands, non-required gloves, swim goggles, towels, forearm pads and personal medical devices (braces, orthopedic inserts, etc.). Additional required items for particular sports or activities include: <table border="1" data-bbox="971 1772 1490 1883"> <tr> <td>Basketball</td> <td>No additional</td> </tr> <tr> <td>Football</td> <td>Mouthpiece</td> </tr> </table>	Basketball	No additional	Football	Mouthpiece
Basketball	No additional					
Football	Mouthpiece					

		Golf	Golf bag & clubs
		Speech	Dress attire; copies of research
		Track	No additional
		Volleyball	Volleyball knee pads
		Wrestling	Wrestling head gear
		Cheerleading and Flag Team Squads	Shoes, approved uniforms (top & skirt; jacket), poms and other accessories
4. Travel meals	Meals	Students are responsible for their own meals while traveling.	
5. Locker use	Padlock for locker	\$5.00 fee if damaged or not returned at the end of the year.	
6. Camps and clinics	Registration and other costs of camps or clinics	Students are responsible for the cost of all clinics, camps and conditioning programs. Any personal items purchased at camps or clinics, such as t-shirts, shall be at the student's expense.	
7. Athletic Clubs	Letterman's club and other clubs supporting the athletic program	Currently no dues required. Annual dues not to exceed \$50.00 per club.	

8. Marching Band and Musical Groups	Equipment and attire.	Students will be responsible for the same costs as are set out for the athletic program. Students will be responsible for supplying their own musical instruments and accessories and for their own uniforms. Instrument Rental Fee is \$20.00 per semester or \$40 per year for use of school owned instrument. Uniforms for the marching band will be supplied by the school; students may be required to pay a refundable band uniform rental fee of up to \$50.00. For High School Band Students an \$8.00 uniform cleaning fee is requested. For Junior High Band Students a \$7.00 uniform cleaning fee is requested. For High School Vocal students a \$6.00 choir robe cleaning fee is requested.
Music Optional Show Choir	Coordinating group attire	Students will pay for outfits selected by the group. Cost will be based on selection at a maximum of \$150
Clubs/Organizations		
Future Farmers (F-F-A)	State & national dues, meals and activities	Annual dues not to exceed \$50.00 per club.
Future Career/Community Leaders (FCCLA)	State & national dues, meals and activities	Annual dues not to exceed \$50.00 per club.
National Honor Society	State & national dues, meals and activities	Currently no dues required. Annual dues not to exceed \$50.00 per club.
Swing Choir	Attire	Students are responsible for purchasing outfits and accessories. Not to exceed \$150.
All Girls Swing Choir	Attire	Students are responsible for purchasing outfits and accessories.
Student Council	State & national dues, meals and activities	Currently no dues required. Annual dues not to exceed \$50.00 per club.
Social & Recognition Activities		
1. School plays, musicals and social activities	Admission to events	\$10.00 per play or activity
2. School dances	Admission to prom, homecoming, etc.	Up to \$10.00 per event

3. Class dues		Currently no dues are assessed. Each of the six secondary classes may assess its members an amount not to exceed \$50.00 annually for rental and decoration of dance facilities, punch and snacks at social activities, memorials and recognition plaques, flowers, and cards, and similar class activities. The payment of such an assessment shall be strictly voluntary, but students who do not pay may be denied admission to extracurricular activities supported by the class dues.
4. Picture Packets	Optional - Pictures are still taken for use in school yearbook.	Students purchase packets as desired and pay directly to photo company.
5. Senior recognition assessment	Optional graduation activities	Participation in class activities attendant to graduation (such as being part of the composite picture, special yearbook pages, etc.) is not required in order for students to receive their high school diploma. Students who choose to participate will be required to pay the cost of the items involved in the graduation ceremony and attendant class activities. These may include the rental of graduation robes, caps, tassels, class flowers, one mother's flower, class gift, yearbook picture page, and class composite picture. A single Senior Class Recognition Assessment, not to exceed \$50, will be assessed to those Seniors who elect to participate in such activities. Expenses for above mentioned items will be paid out of the "Class Activity" account until funds are depleted. After this fund is empty, students will be responsible for all optional graduation activity costs.
6. Trips	Transportation, lodging, meals, admission to events, etc.	For the extracurricular and options trip - Seniors' Day Out to Lincoln and Omaha, students will be assessed a \$5.00 fee and will be responsible for meals. Students are responsible for costs of school sponsored trips where the trip is an extracurricular activity. The maximum costs of such trips will be \$2,000 per student. If the trip is not school sponsored, the costs of the trip are not subject to this policy and no fee waivers will apply. A trip is not school sponsored if: it is not supervised or

		administered by the school, attendance on the trip does not count towards graduation credit or grade advancement, and participation on the trip is voluntary for students.
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Wauneta-Palisade Schools Board of Education Regular Meeting Minutes

The Board of Education for the District of Chase County School District #15-0536 a/k/a Wauneta-Palisade Public Schools was convened in open, public session for a Regular Meeting at 6:02 pm on June 13, 2022, in the Central Office, Wauneta Attendance Center, PO Box 368, Wauneta, NE 69045, by President Sandman.

Notice of the meeting was given in advance by publication and/or posting in accordance with the Board approved method for giving notice of meetings. Notice of this meeting was given in advance to all members of the Board of Education. The Secretary of the Board maintains a list of the news media requesting notification of the meetings and advance notification to the listed media of the time and place of the meeting and the subjects to be discussed at this meeting was provided. Availability of the agenda was communicated in the publicized notice and a current copy of the Agenda was maintained as stated in the publicized notice. All proceedings of the Board of Education, except as may be hereinafter noted, were taken while the convened meeting was open to the attendance of the public.

Announcement of Open Meetings Act Posting

At the beginning of the meeting, President Sandman announced and informed the public that a current copy of the Open Meeting Act is permanently posted in the meeting room on a laminated poster, accessible to members of the public.

Mission Statement

Inspiring our Youth, Expecting Results Everyday

I. Call to Order. Sandman called the meeting to order 6:02 pm MT.

I.1. Pledge of Allegiance. The Pledge of Allegiance was recited.

I.2. Posting Verification. McKinney and Maris verified.

I.3. Open Meetings Act

I.4. Mission Statement

II. Roll Call. Present Board Members: Hondo Fanning, John Jutten, Laurie Maris, Aaron McKinney, Allison Sandman, Marty Wheeler

III. Discussion Items

IV.1. Buildings & Grounds Committee Report

The building committee (Hondo, Marty & Aaron) met on June 3, 2022 to walk through the Wauneta building and create a priority listing. They discussed safety (fire safety), ADA compliance (elevator) with 3rd floor single use restroom, upgrade 2nd floor restrooms with ADA accessibility, Utility Upgrades of upgrade heating and cooling system, LED lighting, split current library into PK & Kindergarten, add 4 feet of additional classroom space by moving walls in 2

current rooms, changing library work room into two teacher workrooms, installing stairway doors, turning current kitchen area into classrooms. These have been prioritized as listed above.

V. Action Items

V.1. Approval & Signing of 5/9/2022 Regular Meeting Minutes. To approve and sign the 5/9/2022 regular meeting minutes passed with a motion by Laurie Maris and a second by John Jutten.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

V.2. Approval of District Expenditures and Budget Reports. To accept the budget reports and approve the district expenditures of payroll \$259,040.05, accounts payable \$114,721.49, for a grand total of \$373,761.54 passed with a motion by Hondo Fanning and a second by Marty Wheeler.

Hondo Fanning: Yea, John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

VI. Administrative Reports

VI.1. Superintendent Report. Meals for last year student and staff had been provided from USDA, we don't have answers with this for upcoming school year, so we may need to set meal prices accordingly. Preparing for 2022-2023 budget season looking at the increase in valuation, working through all the numbers. Geier reported that there was hail damage to the school fleet. The Educator's summit will be held this week in Lincoln and Wauneta-Palisade School was invited to share our success with student and teacher achievement utilizing Marzano and instructional strategies.

VI.2. Principal Report. Mike Ruhle will be coming end of June 29, 30th to share Marzano and instructional strategy. Summer weights has good attendance.

VI.3. ESU 15 Report. Sandman reported that ESU 15 met at 12 CT today and new board member, Nathan Behlke of Benkelman was sworn in. They approved the memorandum of understanding with ESU 16 for services. disposal inventory, cancellation of July meeting, preapproval of July bills, and mental health funds will be coming and should be returned to participating districts, next meeting August 10, 2022 at 12 CT.

VI.4. NASB Report. Administrator days are next week.

VII. Next Regular Meeting . Monday, July 11, 2022 at 6 pm MT/7 pm CT in Wauneta.

IX. Recognition of Visitors/Public Comments. Majors shared that Chase County dryland valuations increased 9%.

X. Adjourn. Sandman adjourned the meeting at 6:40 pm MT

Respectfully submitted,

Marj Rundback,
Recording Secretary

Dated this June 13, 2022
Chase County School District #536
a/k/a Wauneta-Palisade Public Schools

By: _____	Attest: _____
Board Secretary	Board President

Wauneta-Palisade Public Schools
Wauneta, NE



Presented below are the results of the Early Bid Package - bid opening for the above referenced project for the scopes of work identified below:

Bid Date: 6-15-22

Division: Pre-Engineered Metal Building Supply Only

Bidder	Ceco Buildings		June 22' Budget
PEMB	\$392,506.00		\$470,000.00
Total Base Bid	\$392,506.00		

*The base bid total of \$392,506.00 by **Ceco Buildings** is complete in scope and more cost effective than that of any other supplier.*

After conducting a thorough bid scope analysis, with the bid being \$77,494.00 under the original budget *, we recommend the award of PEMB package to **Ceco Buildings**, for the total amount of \$392,506.00.

Approval by BD Construction

Approval by Owner

By: _____

By: _____

Date: _____

Date: _____

STUDENT FEES POLICY

The Board of Education of Wauneta-Palisade Public Schools adopts the following student fees policy in accordance with the Public Elementary and Secondary Student Fee Authorization Act.

The District's general policy is to provide for the free instruction in school in accordance with the Nebraska Constitution and state and federal law. This generally means that the District's policy is to provide free instruction for courses which are required by state law or regulation and to provide the staff, facility, equipment, and materials necessary for such instruction, without charge or fee to the students.

The District does provide activities, programs, and services to children which extend beyond the minimum level of constitutionally required free instruction. Students and their parents have historically contributed to the District's efforts to provide such activities, programs, and services. The District's general policy is to continue to encourage and, to the extent permitted by law, to require such student and parent contributions to enhance the educational program provided by the District.

Under the Public Elementary and Secondary Student Fee Authorization Act, the District is required to set forth in a policy its guidelines or policies for specific categories of student fees. The District does so by setting forth the following guidelines and policies. This policy is subject to further interpretation or guidance by administrative or Board regulations which may be adopted from time to time. The Policy includes Appendix "1," which provides further specifics of student fees and materials required of students for the 2004-2005 school year. Parents, guardians, and students are encouraged to contact their building administration or their teachers or activity coaches and sponsors for further specifics.

and subsequent

(I) Guidelines for non-specialized attire required for specified courses and activities. Students have the responsibility to furnish and wear nonspecialized attire meeting general District grooming and attire guidelines, as well as grooming and attire guidelines established for the building or programs attended by the students or in which the students participate. Students also have the responsibility to furnish and wear nonspecialized attire reasonably related to the programs, courses and activities in which the students participate where the required attire is specified in writing by the administrator or teacher responsible for the program, course or activity.

The District will provide or make available to students such safety equipment and attire as may be required by law, specifically including appropriate industrial-quality eye protective devices for courses of instruction in vocational, technical, industrial arts, chemical or chemical-physical classes which involve exposure to hot molten metals or other molten materials, milling, sawing, turning, shaping, cutting, grinding, or stamping of any solid materials, heat treatment, tempering, or kiln firing of any metal or other materials, gas or electric arc welding or other forms of welding processes, repair or servicing of any vehicle, or caustic or explosive materials, or for laboratory classes involving caustic or explosive materials, hot liquids or solids, injurious radiations, or other similar hazards. Building administrators are directed to assure that such equipment is available in the appropriate classes and areas of the school buildings, teachers are directed to instruct students in the

usage of such devices and to assure that students use the devices as required, and students have the responsibility to follow such instructions and use the devices as instructed.

(2) Personal or consumable items & miscellaneous

(a) Extracurricular Activities. Students have the responsibility to furnish any personal or consumable items for participation in extracurricular activities.

(b) Courses

(i) General Course Materials. Items necessary for students to benefit from courses will be made available by the District for the use of students during the school day. Students may be encouraged, but not required, to bring items needed to benefit from courses including, but not limited to, pencils, paper, pens, erasers, notebooks, trappers, protractors and math calculators. A specific class supply list will be published annually in a Board-approved student handbook or supplement or other notice. The list may include refundable damage or loss deposits required for usage of certain District property.

(ii) Damaged or Lost Items. Students are responsible for the careful and appropriate use of school property. Students and their parents or guardian will be held responsible for damages to school property where such damage is caused or aided by the student and will also be held responsible for the reasonable replacement cost of school property which is placed in the care of and lost by the student.

(iii) Materials Required for Course Materials. Students are permitted to and may be encouraged to supply materials for course projects. Some course projects (such as projects in art and shop classes) may be kept by the student upon completion. In the event the completed project has more than minimal value, the student may be required, as a condition of the student keeping the completed project, to reimburse the District for the reasonable value of the materials used in the project. Standard project materials will be made available by the District. If a student wants to create a project other than the standard course project, or to use materials other than standard project materials, the student will be responsible for furnishing or paying the reasonable cost of any such materials for the project.

(iv) Music Course Materials. Students will be required to furnish musical instruments for participation in optional music courses. Use of a musical instrument without charge is available under the District's fee waiver policy. The District is not required to provide for the use of a particular type of musical instrument for any student.

(v) Parking. Students may be required to pay for parking on school grounds or at school-sponsored activities, and may be subject payment of fines or damages for damages caused with or to vehicles or for failure to comply with school parking rules.

(3) Extracurricular Activities-Specialized equipment or attire. Extracurricular activities means student activities or organizations which are supervised or administered by the District, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the District. The District will generally furnish students with specialized equipment and attire for participation in extracurricular activities. The District is not required to provide for the use of any particular type of equipment or attire. Equipment or attire fitted for the student and which the student generally wears exclusively, such as dance squad, cheerleading, and music/dance activity (e.g. choir or show choir) uniforms and outfits, along with T-shirts for teams or band members, will be

required to be provided by the participating student. The cost of maintaining any equipment or attire, including uniforms, which the student purchases or uses exclusively, shall be the responsibility of the participating student. Equipment which is ordinarily exclusively used by an individual student participant throughout the year, such as golf clubs, softball gloves, and the like, are required to be provided by the student participant. Items for the personal medical use or enhancement of the student (braces, mouth pieces, and the like) are the responsibility of the student participant. Students have the responsibility to furnish personal or consumable equipment or attire for participation in extracurricular activities or for paying a reasonable usage cost for such equipment or attire. For musical extracurricular activities, students may be required to provide specialized equipment, such as musical instruments, or specialized attire, or for paying a reasonable usage cost for such equipment or attire.

(4) Extracurricular Activities-Fees for participation. Any fees for participation in extracurricular activities for the 2004-2005 school year are further specified in Appendix "1." Admission fees are charged for extracurricular activities and events.

(5) Postsecondary education costs. Students are responsible for postsecondary education costs. The phrase "postsecondary education costs" means tuition and other fees only associated with obtaining credit from a postsecondary educational institution. For a course in which students receive high school credit and for which the student may also receive postsecondary education credit, the course shall be offered without charge for tuition, transportation, books, or other fees, except tuition and other fees associated with obtaining credits from a postsecondary educational institution.

(6) Transportation costs. Students are responsible for fees established for transportation services provided by the District as and to the extent permitted by federal and state laws and regulations.

(7) Copies of student files or records. The Superintendent or the Superintendent's designee shall establish a schedule of fees representing a reasonable cost of reproduction for copies of a student's files or records for the parents or guardians of such student. A parent, guardian or student who requests copies of files or records shall be responsible for the cost of copies reproduced in accordance with such fee schedule. The imposition of a fee shall not be used to prevent parents of students from exercising their right to inspect and review the students' files or records and no fee shall be charged to search for or retrieve any student's files or records. The fee schedule shall permit one copy of the requested records be provided for or on behalf of the student without charge and shall allow duplicate copies to be provided without charge to the extent required by federal or state laws or regulations.

(8) Participation in before-and-after-school or prekindergarten services. Students are responsible for fees required for participation in before-and-after-school or prekindergarten services offered by the District, except to the extent such services are required to be provided without cost.

(9) Participation in summer school or night school. Students are responsible for fees required for participation in summer school or night school. Students are also responsible for correspondence courses.

(10) Breakfast and lunch programs. Students shall be responsible for items which students purchase from the District's breakfast and lunch programs. The cost of items to be sold to students shall be consistent with applicable federal and state laws and regulations. Students are also responsible for the cost of food, beverages, and personal or consumable items which the students purchase from the District or at school, whether from a "school store," a vending machine, a booster club or parent group sale, a book order club, or the like. Students may be required to bring money or food for field trip lunches and similar activities.

(11) Waiver Policy. The District's policy is to provide fee waivers in accordance with

the Public Elementary and Secondary Student Fee Authorization Act. Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for: (1) participation in extracurricular activities and (2) use of a musical instrument in optional music courses that are not extracurricular activities. Participation in a free-lunch program or reduced-price lunch program is not required to qualify for free or reduced price lunches for purposes of this section. Students or their parents must request a fee waiver prior to participating in or attending the activity, and prior to purchase of the materials.

(12) Distribution of Policy. The Superintendent or the Superintendent's designee shall publish the District's student fee policy in the Student Handbook or the equivalent (for example, publication may be made in an addendum or a supplement to the student handbook). The Student Handbook or the equivalent shall be provided to every student of the District or to every household in which at least one student resides, at no cost.

(13) Student Fee Fund. The School Board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund not funded by tax revenue, into which all money collected from students and subject to the Student Fee Fund shall be deposited and from which money shall be expended for the purposes for which it was collected from students. Funds subject to the Student Fee Fund consist of money collected from students for: (1) participation in extracurricular activities, (2) postsecondary education costs, and (3) summer school or night school.

CERTIFICATION

On the 11th day of July 2022, the school board held a public hearing at a meeting of the school board on a proposed student fee policy. Such public hearing followed a review of the amount of money collected from students pursuant to, and the use of waivers provided in, the student fee policy for the preceding school year. The foregoing student fee policy was adopted after such public hearing by a majority vote of the school board at an open public meeting in compliance with the public meetings in compliance with the public meetings laws.

Superintendent or Other Authorized School Official

Legal References:

- Neb. Rev. Stat. §§79-2,125 to 79-2,135 and Laws 2003, LB 249 (The Public Elementary and Secondary Student Fee Authorization Act)
- Neb. Constitution, Article VII, section 1.
- Neb. Rev. Stat. §§79-241, 79-605, and 79-611(transportation)
- Neb. Rev. Stat. §79-2,104 (student files or records)
- Neb. Rev. Stat. §79-715 (eye-protective devices)
- Neb. Rev. Stat. §79-737 (liability of students for damages to school books)
- Neb. Rev. Stat. §79-1104 (before-and-after-school or prekindergarten services)
- Neb. Rev. Stat. §§79-1106 to 79-1108.03 (accelerated or differentiated curriculum program)

Date of Adoption: July 11, 2022

**Appendix "1" to 2006-2007 Student Fees Policy of
Wauneta-Palisade Public Schools**

Additional Specification of Required Materials and Fees¹

Program	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum)² or Specific Material Required
Elementary Program		
Physical Education classes	Appropriate clothing (non-specialized attire)	Tennis shoes and white socks, running shorts, T-shirt
Art classes and special projects or events	Appropriate clothing (non-specialized attire)	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged
Music-Optional band Courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, drum sticks, lyres, flip folders, slide grease, reed guards, cleaning swabs, mouthpiece brushes, pad savers, ligatures, and a "gig bag", etc.) Limited instruments available for use by any student. Instrument Rental Fee is \$20.00 per semester or \$40 per year for use of school owned instrument.
Music -Optional Blue Notes Honor Choir	Coordinating group attire	Blue notes shirts and dark pants
Classroom supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None--necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists

¹ This listing is a part of the 2006-2007 Student Fees Policy and is intended to provide supplemental information. For additional specifications, refer to the Policy.

² Generally, dollar amounts are stated in terms of "maximums." The actual fee or charge may be less during the 2006-2007 school year.

Field Trips	Transportation and admission costs of field trips	None-costs of school sponsored, class-related field trips will be paid for by the school. Parents may be encouraged but not required to pay for field trip costs of up to \$5.00 per student for each field trip to defray costs. (With administrative approval, the requested donation may be up to \$100.00 for special field trips). Meals on field trips will be at the expense of the student. School lunches will be provided as needed for free-reduced lunch eligible students.
Summer school courses	Classes offered during the summer, or at night, if any	Varies per class.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge).	Ten cents (.10) per page when charges apply.
School Meals		Breakfast--\$ 2.20 Lunch \$2.85 K-6, \$3.20 7-12 Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.
Secondary Program	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required
Physical Education classes	Appropriate clothing (non-specialized attire)	Tennis shoes and white socks, running shorts, T-shirt
Art and shop classes and special projects, science classes	Appropriate clothing (non-specialized attire) Goggles 1 pair provided per year. If lost or damaged students are required to purchase a new pair.	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged; protective clothing for shop classes; approved protective goggles for science classes.

Music-Optional band courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, etc.) Limited instruments available for use by any student. Instrument Rental Fee is \$20.00 per semester or \$40 per year for use of school owned instrument.
Classroom Supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None--necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists which may be handed out by the office or individual teachers.
Classroom Projects, i.e., Family & Consumer Science, Industrial Technology	Project Cost	Student pays cost that is beyond the standard project provided by the school.
Advanced math or science classes	Specialized calculators	Some calculators will be available at school. If lost or damaged a replacement fee will be assessed at a rate paid by the school. Students are encouraged but not required to purchase such equipment. for their personal use.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge)	Ten cents (.10) per page when charges apply.
School Meals		Breakfast--\$1.45 Lunch--\$1.75 Milk--\$.20 Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.
Post-secondary education classes	Tuition and fees for college courses taken for credit.	None--Any postsecondary education costs are to be paid directly by students to the college.

End of year lost or damaged books	Damage fee or replacement cost	Fees and fines up to \$5.00 for damaged books. Lost books or ruined books are charged replacement cost, generally at a maximum of \$60.00				
Yearbooks - Optional	School Book	Yearbooks are published and made available for purchase every year. Cost is generally about \$35				
College entrance tests and preparation	Prep programs & tests	Costs of college entrance tests or prep courses, such as ACT preparation tutoring, PSAT test, and ACT test, are optional and to be paid directly to the private companies involved.				
Summer school courses	Classes offered during the summer, or at night, if any	Drivers education class: Prices vary.				
Locker usage	Use of school padlock	\$5.00 fee if damaged or not returned at the end of the year.				
Extracurricular and other programs	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required				
Athletic Programs						
1. Admission	Spectator fees for admission to events	\$5.00 per event maximum. Students may purchase an Activity Ticket for \$15.00 per year. For District and Conference events hosted by the School, cost to be set by NSAA but not to exceed \$20.00 per event.				
2. Athletic Physicals	NSAA required athletic physicals	Cost varies; payable directly to student's physician or clinic.				
3. Equipment and attire	Students are responsible for required equipment and attire appropriate to the sport or activity which are not provided by the school, and are responsible for any optional clothing, equipment, or other items associated with the sport or activity. Uniform items are checked out to students. If lost or damaged students will be assessed fees in the amount of replacement cost.	Required items include athletic undergarments (supporter, bra, socks and undershirts), practice attire, including shorts, shirts, socks and shoes suitable for the activity, and dress attire suitable for team travel. Optional items for which students are responsible include: personal athletic bags, hair ties, sweat bands, non-required gloves, swim goggles, towels, forearm pads and personal medical devices (braces, orthopedic inserts, etc.). Additional required items for particular sports or activities include: <table border="1" data-bbox="971 1772 1490 1883"> <tr> <td>Basketball</td> <td>No additional</td> </tr> <tr> <td>Football</td> <td>Mouthpiece</td> </tr> </table>	Basketball	No additional	Football	Mouthpiece
Basketball	No additional					
Football	Mouthpiece					

		Golf	Golf bag & clubs
		Speech	Dress attire; copies of research
		Track	No additional
		Volleyball	Volleyball knee pads
		Wrestling	Wrestling head gear
		Cheerleading and Flag Team Squads	Shoes, approved uniforms (top & skirt; jacket), poms and other accessories
4. Travel meals	Meals	Students are responsible for their own meals while traveling.	
5. Locker use	Padlock for locker	\$5.00 fee if damaged or not returned at the end of the year.	
6. Camps and clinics	Registration and other costs of camps or clinics	Students are responsible for the cost of all clinics, camps and conditioning programs. Any personal items purchased at camps or clinics, such as t-shirts, shall be at the student's expense.	
7. Athletic Clubs	Letterman's club and other clubs supporting the athletic program	Currently no dues required. Annual dues not to exceed \$50.00 per club.	

8. Marching Band and Musical Groups	Equipment and attire.	Students will be responsible for the same costs as are set out for the athletic program. Students will be responsible for supplying their own musical instruments and accessories and for their own uniforms. Instrument Rental Fee is \$20.00 per semester or \$40 per year for use of school owned instrument. Uniforms for the marching band will be supplied by the school; students may be required to pay a refundable band uniform rental fee of up to \$50.00. For High School Band Students an \$8.00 uniform cleaning fee is requested. For Junior High Band Students a \$7.00 uniform cleaning fee is requested. For High School Vocal students a \$6.00 choir robe cleaning fee is requested.
Music Optional Show Choir	Coordinating group attire	Students will pay for outfits selected by the group. Cost will be based on selection at a maximum of \$150
Clubs/Organizations		
Future Farmers (F-F-A)	State & national dues, meals and activities	Annual dues not to exceed \$50.00 per club.
Future Career/Community Leaders (FCCLA)	State & national dues, meals and activities	Annual dues not to exceed \$50.00 per club.
National Honor Society	State & national dues, meals and activities	Currently no dues required. Annual dues not to exceed \$50.00 per club.
Swing Choir	Attire	Students are responsible for purchasing outfits and accessories. Not to exceed \$150.
All Girls Swing Choir	Attire	Students are responsible for purchasing outfits and accessories.
Student Council	State & national dues, meals and activities	Currently no dues required. Annual dues not to exceed \$50.00 per club.
Social & Recognition Activities		
1. School plays, musicals and social activities	Admission to events	\$10.00 per play or activity
2. School dances	Admission to prom, homecoming, etc.	Up to \$10.00 per event

3. Class dues		Currently no dues are assessed. Each of the six secondary classes may assess its members an amount not to exceed \$50.00 annually for rental and decoration of dance facilities, punch and snacks at social activities, memorials and recognition plaques, flowers, and cards, and similar class activities. The payment of such an assessment shall be strictly voluntary, but students who do not pay may be denied admission to extracurricular activities supported by the class dues.
4. Picture Packets	Optional - Pictures are still taken for use in school yearbook.	Students purchase packets as desired and pay directly to photo company.
5. Senior recognition assessment	Optional graduation activities	Participation in class activities attendant to graduation (such as being part of the composite picture, special yearbook pages, etc.) is not required in order for students to receive their high school diploma. Students who choose to participate will be required to pay the cost of the items involved in the graduation ceremony and attendant class activities. These may include the rental of graduation robes, caps, tassels, class flowers, one mother's flower, class gift, yearbook picture page, and class composite picture. A single Senior Class Recognition Assessment, not to exceed \$50, will be assessed to those Seniors who elect to participate in such activities. Expenses for above mentioned items will be paid out of the "Class Activity" account until funds are depleted. After this fund is empty, students will be responsible for all optional graduation activity costs.
6. Trips	Transportation, lodging, meals, admission to events, etc.	For the extracurricular and options trip - Seniors' Day Out to Lincoln and Omaha, students will be assessed a \$5.00 fee and will be responsible for meals. Students are responsible for costs of school sponsored trips where the trip is an extracurricular activity. The maximum costs of such trips will be \$2,000 per student. If the trip is not school sponsored, the costs of the trip are not subject to this policy and no fee waivers will apply. A trip is not school sponsored if: it is not supervised or

		administered by the school, attendance on the trip does not count towards graduation credit or grade advancement, and participation on the trip is voluntary for students.
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Community RelationsStatement of Intent

It is the desire and intent of the Board of Education that there be continuous planned public relations activities for all participants in the school community - for students, staff, parents and for the public at large. The public relations efforts should emanate from the school, as well as from the administrative offices.

Because the Board is proud of the staff, students and the school, public relations activities should encompass all areas of school life, including regular instructional activities, special events of unusual interest, extra-curricular activities, accomplishments of students and staff and Board of Education activities.

The purpose of the public relations activities shall be to inform so that all participants in the public education endeavor may gain pride in and understanding of their schools.

Methods of Communication

The Board of Education will use various media to keep the public informed—including news releases on the school website, to the area newspapers, issuance of newsletters, school newspapers, presentations before parent groups and other community organizations.

All Board of Education publicity releases shall be made through the Superintendent. The Superintendent shall establish procedures for the dissemination of information regarding deliberations and decisions of the Board of Education. The Superintendent shall also establish procedures for the dissemination of local school news, emphasizing student and staff activities and achievements.

Date of Adoption: [Insert Date]

[NAME] PUBLIC SCHOOLS
COMMENT OR COMPLAINT FORM

Commenter: _____ Date: _____
Address: _____ Phone: _____

Comment or Complaint: _____

Supportive Evidence or Witness: _____

Relief requested (what I want done in response to the above information):

The undersigned states: I have a reasonable belief that the facts in this comment or complaint are true and accurate, and I give permission for an investigation to be made into this matter.

Signature Date



Community RelationsAnnual Report and School Improvement

The Superintendent shall prepare and distribute each year an Annual Report in accordance with Rule 10, Regulations and Procedures for the Legal Operation of Schools. The Annual Report shall be distributed to residents of the School District by the Superintendent distributing it to the members of the Board of Education and to the parents of students enrolled in the School District each school year and making it available to other residents. The report shall include information required by Rule 10. The results of the annual report shall be used to plan and make needed changes to improve instruction for all students. The report is to include:

- A. Student academic performance. The report shall include results of student success in achieving the state standards set forth in Appendices A through D of Rule 10 or local content standards approved by the Department, on a building basis. Individual test scores shall be kept confidential. If the school has fewer than ten students in the grades being reported, or if reporting would allow for the identification of students because they all had comparable scores, no public reports of student performance shall be provided for those grades.
- B. School system demographics.
- C. School improvement goals and progress.
- D. School system financial information.

The Superintendent shall further ensure that the School District implements a systematic ongoing process that guides planning, implementation, and evaluation and renewal of school improvement activities to meet local and statewide goals and priorities. The school improvement process shall focus on improving student learning and include a periodic review by visiting educators who provide consultation to the local school/community in continued accomplishment of plans and goals. The school improvement process shall further include the following activities at least once within each five years:

- A. Review and update of the mission and vision statements.
- B. Collection and analysis of data about student performance, demographics, learning climate, and former high school students.
- C. Selection of improvement goals. At least one goal is directed toward improving student academic achievement.
- D. Development and implementation of an improvement plan which includes procedures, strategies, actions to achieve goals, and an aligned professional development plan.
- E. Evaluation of progress toward improvement goals.

The school improvement process shall further include a visitation by a team of external representatives to review progress and provide written recommendations. A copy of the school system's improvement plan and the written recommendations shall be provided to the Department. The external team visits shall be conducted at least once each five years.

Legal Reference: NDE Rule 10.01, 10.5.02, 10.9 and 10.10

Date of Adoption: [Insert Date]

Community RelationsAdvertising and Promotion

Neither the facilities, the staff, nor the children of the school district shall be employed in any manner for advertising or otherwise promoting the interests of any commercial, political, or other non-school agency, individual, or organization, except that:

1. The schools may cooperate in furthering the work of any non-profit, community-wide social service agency, provided that such cooperation does not restrict or impair the educational program of the schools.
2. The schools may use films or other educational materials bearing mention of the producing firm or sponsor, providing such materials can be justified on the basis of their actual educational values.
3. The schools may cooperate with any agency in promoting the activities in general public interest, and which promote the education or other best interest of students.
4. The superintendent of schools may cooperate in furthering the work of any non-profit, community-wide social service agency provided such cooperating does not infringe on school programs or diminish the amount of time devoted thereto.
5. The administration may, at its discretion, announce, or authorize to be announced, any lecture, community activity, or film which it feels has educational merit.
6. School representatives may, upon approval of the board of education, cooperate with any agency in promoting activities in the general public interest, and which promotes education that is in the best interest of the students.

Legal Reference: Neb. Rev. Stat. Sec. 79-526 Board Authority for Supervision and Control
Neb. Rev. Stat. Sec. 79-8,100 Teachers, Solicitation by Agents

Date of Adoption: [Insert Date]

Community RelationsSchool Directory

A school directory will be used and distributed only by authorization of the principal or superintendent of schools. Under no circumstances will it be distributed for political or commercial purposes. If student directory information is released it shall not be released to an agency or individual if personal profit is the object of the receiver. Directory information for purposes of the school directory shall consist of the information that is considered to be "directory information" in the School District's annual FERPA notice. Parents who do not wish to have their child's name(s) included in the directory to be released may request that it be deleted. It shall be the principal's responsibility to delete those names.

Legal Reference: Neb. Rev. Stat. Sections 79-2,104 & 79-2,105; Neb. Rev. Stat. Sec.79-539
Neb. Rev. Stat. Sections 84-1201 to 84-1220
Family Educational Rights and Privacy Act, 20 U.S.C. §1232g

Date of Adoption: [Insert Date]

Community RelationsCommunity Use of School Facilities

School facilities are primarily intended for the District's educational and extracurricular activity programs. School facilities are, however, made available for use by outside groups to further the interests of the District and the community. Use by non-school groups is allowed pursuant to an application process and is subject to the terms and conditions set forth in this policy.

1. Application for Use.

Outside groups that wish to use school facilities must submit a completed Application for Use form signed by a representative of the outside group who has authority to commit the outside group to the terms and conditions of the Application. The outside group, as Applicant, shall specify the nature of the intended use, the dates and times of the requested use, and the facilities for which use is requested.

The form shall be developed by the administration. The form shall include the statement that:

This application is subject to the terms of the Board's "Community Use of School Facilities" policy. The terms and conditions of that policy are incorporated into this application by this reference. Applicant accepts all such terms and conditions.

2. Acceptance of Application for Use.

Acceptance or rejection of applications shall be the responsibility of the Superintendent or the Superintendent's designee.

Applications shall not be rejected for any unlawful reason, including unlawful discrimination on the basis of race, national origin, gender, religion, disability, age, marital status, or veteran status, and including the applicant's legally protected exercise of constitutional or statutory rights.

The District's facilities are designated as nonpublic forums. Accordingly, applications shall not be accepted for:

- a. Uses that may conflict with or that disrupt the District's educational or extracurricular activity programs.
- b. Uses inconsistent with the mission of the District.
- c. Uses that present an unacceptable risk that the conditions of use set forth in this policy will not be adhered to; either due to the nature of the requested use or the character of the group or individuals within the group.
- d. Uses that present an unacceptable risk of damage or unacceptable wear and tear to facilities or equipment.

- e. Uses for outside commercial activities except with approval of the Board; and except for camps and other activities for high school students subject to and consistent with Bylaws of the Nebraska School Activities Association.
- f. Uses that involves gambling or games of chance.
- g. Uses that involves a group or activity which advocates or condones the violent overthrow of the Constitution or of the government.
- h. Uses that involve the meetings of secret clubs not open to members of the public.
- i. Non-community type uses such as wedding receptions, slumber parties, personal use and similar activities.

Applications for use of facilities may be denied based on unsuitability of the date or time of the requested use. Facilities will generally not be available for community use at times when school staff are not available to monitor the Applicant's use, such as on legal holidays; before 7:00 a.m.; after 10:00 p.m. and Sunday mornings prior to Noon.

Leases of school facilities require approval of the Board. As such, Applications that request long-term use of facilities in the nature of a lease will be denied.

Applications may be denied based on the determination of the Superintendent or the Superintendent's designee that the Applicant does not have the financial ability or financial responsibility to pay fees or expenses or to reimburse the District for any damages that may be sustained to facilities or equipment or any liability that may be created by the use.

When an Application conflicts with another Application, the Applications will be accepted according to the following priority order:

- a. Events or activities that are designed to service students of the District or which are related to any function of the District, including approved school-community associations and school-affiliated non-profit groups.
- b. Tax-supported agencies such as educational entities or units of city, county or state government.
- c. Nonprofit community agencies such as private educational agencies.
- d. Groups where the majority of the members reside within the District.

For use conflicts within each group, priority will be given to the first to submit their Application; provided that the Superintendent or the Superintendent's designee may approve an Application that is not first-filed if the other Applicant's use could be feasibly changed to a non-conflicting time or area.

Applications that are accepted may not be assigned or transferred to another outside group.

Applications that are accepted are subject to cancellation by the Superintendent or the Superintendent's designee. Cancellation will occur in the event the administration reasonably determines:

- a. Any of the reasons for non-acceptance of an application exist.

- b. The Applicant fails to meet any term or condition required prior to the use. This includes but is not limited to failure of the Applicant to pay required fees or deposits or failure to show evidence that any required insurance is in place.
- c. Circumstances make the use unsuitable. This includes but is not limited to:
 - i. The condition of the facilities being unsafe. For example, the presence of snow, ice, fallen limbs or other potential hazards that the school would not otherwise clear prior to the activity or event. The Applicant may request that the District clear the hazards such that it may proceed with its activity or event. If the District agrees to do so, the Applicant shall be responsible for all costs incurred by the District in clearing the hazard.
 - ii. School staff being unavailable to monitor the use or to provide set-up or clean-up services where the District has accepted responsibility for such.
 - iii. The need to use the facilities for a school activity or purpose.

Generally, if school is closed on the date of the Applicant's intended use due to inclement weather or hazardous conditions, the Applicant's use will be cancelled.

The Applicant shall remain responsible for fees or expenses, and any deposit that has been received by the District shall be forfeited and be kept by the District, if cancellation occurs because of the fault of the Applicant. Otherwise, the District will return any deposit that has been received by the District. The District will in no event be responsible for any damages, expenses, or losses incurred by the Applicant or any person arising from the cancellation.

An Applicant may withdraw its Application at any time prior to acceptance. An accepted application may be withdrawn by the Applicant, subject to approval of the Superintendent or the Superintendent's designee. Approval is subject to the conditions that the Applicant has given reasonable advance notice (ordinarily, at least 48 hours) and that the Applicant reimburse the District for any expense the District has incurred.

3. Conditions of Use.

The conditions for use are as follows:

- a. Compliance. Applicant agrees to:
 - i. Comply with all local, state and federal laws, including health and fire codes.
 - ii. Comply with Board policies concerning non-discrimination and the use of school facilities.
 - iii. Comply with reasonable administrative rules related to use of facilities and the requests of school officials related to the Applicant's use of the facility.
- b. Disclaim School Sponsorship. The District does not sponsor or endorse the Applicant or the activity or event conducted by the Applicant. To ensure that the public understands this fact, the Applicant agrees to not make any statements

suggesting such sponsorship and to publish statements of non-school sponsorship in such form and manner as the administration may request.

- c. Supervision. Applicant agrees to provide appropriate supervision of the activity or event in all respects, including supervision reasonably necessary to ensure that no person participating in or attending the activity or event:
- i. Is presented with conditions that pose an unreasonable risk of personal injury or damage to personal property.
 - ii. Enters any area of the school facilities that the Applicant has not been given permission to use, or accesses any school records.
 - iii. Engages in the use of tobacco, alcohol, or illegal drugs, or is under the influence of alcohol or illegal drugs.
 - iv. Possesses a firearm or a weapon.
 - v. Engages in disorderly, lewd, or lascivious conduct.
 - vi. Engages in any criminal behavior.

Applicant shall remove any person from the activity or event who engages in any of the above listed conduct. Applicant agrees to report to the school administration by the close of the next business day the identity of any person who engaged in any of the above listed conduct and the details of the conduct. If the offending person is a student, the report shall be made immediately.

In the event the school administration determines that the nature of the activity or event warrants the presence of security services, Applicant agrees to provide such security services.

Applicant agrees to ensure that all persons attending its activity or event are off school grounds at the end of its time of permitted use, except for students or school staff who are authorized to remain for a school-related purpose.

- d. Condition of Premises. Applicant agrees to:
- i. Conduct a reasonable inspection of the premises prior to the activity or event to ensure that the premises are safe for the intended use. In the event of any unsafe condition, Applicant shall notify an administrator. In the event the unsafe condition is not corrected prior to the activity or event, the Applicant shall postpone or cancel the activity or event.
 - ii. Not use or allow any school equipment to be used without express approval of school administration.
 - iii. Not bring or allow others to bring food or beverages on to school grounds without express approval of school administration.
 - iv. Not bring or allow others to bring or use any flammable items (including candles or incense) or any volatile chemical or any explosive.
 - v. Not use any electrical equipment that has been brought onto the premises without express approval of school administration.

- vi. Not allow the wearing of street shoes or shoes with black soles on gym floors or other protected surfaces.
 - vii. Not park or allow others to park in fire lanes or reserved spaces or in any manner inconsistent with the school's parking rules.
 - viii. Not cause or allow others to cause damage to school facilities or equipment.
 - 1. In the event damages are sustained, Applicant accepts responsibility for reimbursing the District for the cost of repair or replacement.
 - 2. Applicant agrees that the school administration's determination that damage was sustained in connection with the Applicant's use, and of the cost of repair or replacement, is controlling.
 - 3. Applicant shall immediately report to the school administration any damage to school facilities or equipment that occurs during the Applicant's use of school facilities that may present a risk of injury to students or any subsequent users. Any other damage shall be reported by the close of the next business day.
 - ix. Return the facilities in as good a condition as it was prior to use. This includes, without limitation, cleaning, removal of trash, and returning tables and chairs and other school property to their proper location. The clean-up shall be promptly completed. In the event the District provides the clean-up service, Applicant agrees to reimburse the District for the cost of such clean-up.
 - x. Remove any property brought in by the Applicant and by any person attending the activity or event. The District is not responsible for any personal property that is left on the premises.
- e. Financial Responsibility. Applicant agrees to:
- i. Procure, at its own expense, a Comprehensive General Liability insurance policy naming the District as an additional insured. This policy shall be written with a minimum of \$1,000,000 Combined Single Limit per occurrence. A Certificate of Insurance evidencing coverage must be submitted prior to the Applicant's use.
 - ii. The insurance requirement is subject to waiver by the Superintendent or the Superintendent's designee only in circumstances where the intended use presents very little potential for injury or damage and the activity or event is designed to serve the District's students or staff.
 - iii. Indemnify and hold the District, the Board, school employees and agents of the District harmless from any and all claims, demands, causes of action, or lawsuits for any death or personal injury or damage to property sustained during, caused by or arising out of the Applicant's use of school facilities.

4. Fees for Use.

The Superintendent or Superintendent's designee shall establish a daily use fee schedule that establishes rates for specific parts of the school facilities (that is, kitchen, auditorium, gymnasium, athletic field, classrooms, meeting rooms). The rates shall be reviewed on a periodic basis; with the review to occur no less than every two years.

The fee rates shall be in an amount sufficient to cover estimated staff time and direct costs associated with:

- a. Processing. Cost of processing the Application, postage, invoicing and coordination of the use.
- b. Access. Cost of providing access; such as unlocking doors before use and locking after use, turning lights on and off, and disarming/re-arming security systems.
- c. Custodial. Cost of providing custodial or maintenance services to prepare the facility for the use and for clean-up after the use.
- d. Kitchen. Cost of providing access to the kitchen facilities; as ordinarily any permitted use of the kitchen will require the presence of a member of the school's food service staff.
- e. Special Equipment. Cost of making special equipment available such as sound and lighting set-up; as ordinarily any permitted use of special equipment will require the presence of a member of the school's staff who is familiar with proper use of the equipment.
- f. Monitoring. Cost of administrative or other professional staff to monitor the Applicant's use to ensure compliance with the terms and conditions of the permitted use.
- g. Security. Cost of providing security services when determined to be needed for the activity or event.

The fee schedule shall be applied evenly to all Applicants, with two exceptions:

- a. A different fee may be assessed where the Superintendent or Superintendent's designee reasonably determines that the Applicant's use will require staff time or cause direct costs different than those used in establishing the fee schedule.
- b. A fee waiver or reduced fee rate shall be given for use where the activity or event is designed to serve students of the District or children; such as approved school-community associations and school-affiliated non-profit groups and summertime sports leagues, sports camps, etc., that are subject to NSAA regulations.

5. Use Consistent with NSAA Bylaws.

Use of school facilities for activities that are subject to the Bylaws of the Nebraska School Activities Association (NSAA) shall be permitted subject to and in accordance with the NSAA Bylaws. Such use shall be consistent with this policy for non-school groups. Examples of acceptable use of school facilities for activities are:

- a. Summer Leagues. There must be evidence that the organization or individual conducting the league has rented or leased the facility (for example, via an Application for Use) to prove the school is not involved in its sponsorship or funding.
- b. Commercial Sport Camps/Clinics. School facilities for use by individuals, including the District's own coaches or other organizations for commercial camps/clinics or schools. Camps conducted by high school coaches shall be publicized as open to all area individuals wishing to attend and not limited to students from the coach's high school.
- c. All-Star competition that involves graduated seniors.
- d. Competitive meets and contests sponsored by non-school groups.
- e. Facilities approved under the above stipulations include: gymnasiums, tracks, swimming pools, tennis courts, athletic playing fields, and baseball and softball diamonds.

Date of Adoption: [Insert Date]

APPLICATION FOR USE OF SCHOOL FACILITIES [Name] Public Schools

Name of Organization Making Request: _____ Date: _____

Type of Organization and Type of Activity or Event

- _____ Event or activity that is designed to service students of the District or which is related to any function of the District, including approved school-community associations and school-affiliated non-profit groups. *Describe:* _____
- _____ Tax-supported agency such as educational entity or unit of city, county or state government. *Describe:* _____
- _____ Nonprofit community agency such as a private educational agency. *Describe:* _____
- _____ Group in which the majority of the members reside within the District. *Describe:* _____
- _____ Other. *Describe:* _____

Facilities Requested. Building: _____ **Areas:** _____

Dates & Times Requested:

Dates (From - To)	Time (From - To)	Repeating	# Wks.
_____	_____	Yes No	_____
_____	_____	Yes No	_____
_____	_____	Yes No	_____

Details of Use (Attach an additional explanation if needed)

Describe the Type of Activity or Event: _____

No. of Anticipated Users and Spectators: _____ Concessions/Food Served: Yes No Describe: _____

Set Up or Tear Down Required by District: _____

Type of Cleaning Required During and Afterwards: _____

Special Equipment to be Used (District & Organization): _____

Fees (To Be Completed by Superintendent or Designee)

Advance Deposit	\$ _____
Date Deposit Due	_____

Type	Amount
Processing	_____
Access	_____
Custodial	_____
Kitchen	_____
Special Equipment	_____
Monitoring	_____
Security	_____
Total	_____

Applicant shall procure, at its own expense, a Comprehensive General Liability insurance policy naming the District as an additional insured. This policy shall be written with a minimum of \$1,000,000 Combined Single Limit per occurrence. A Certificate of Insurance evidencing coverage must be submitted prior to the Applicant's use.

Insurance requirement waived: Yes No (for school official to complete)

Policy Compliance and Acceptance of Liability

This application is subject to the terms of the Board's "Community Use of School Facilities" policy. The terms and conditions of that policy are incorporated into this application by this reference. Applicant accepts all such terms and conditions.

We have read, understand and agree to abide by the policies, rules and conditions on the use of these facilities on this form and in Board Policy. We understand that we are accepting the use of the facility from the [Name] Public Schools with no assurances or guarantees relative to their condition. It shall be our responsibility to check the facility to see that it is safe for our intended use. We take full responsibility for the facilities while they are being used by our group and will make full restitution for any and all damages which may occur while our group is using the facility. We agree to indemnify and hold the school district harmless for any and all accidents and injuries to ourselves or others while we are using the facility regardless of the negligence of the school district or its personnel. We assume full responsibility and liability for any injuries.

Name, Position

Signature

Date

Name, Position

Signature

Date

Community RelationsUse of School Facilities: Student Groups and Boy Scouts

1. Equal Access to Student Groups. In the event any of the secondary schools (grades 6-12) have a limited open forum as defined in the Equal Access Act, such school(s) shall not deny equal access or a fair opportunity to, or discriminate against, any students who wish to conduct a meeting within that limited open forum on the basis of the religious, political, philosophical, or other content of the speech at such meetings. A limited open forum for this purpose exists if the secondary school grants an offering to or opportunity for one or more non-curriculum related student groups to meet on school premises during noninstructional time.

All such student meetings at school are subject to the following requirements:

- a. the meeting must be voluntary and student-initiated;
- b. there must be no sponsorship of the meeting by the school or its agents or employees;
- c. employees or agents of the school are present at religious meetings only in a nonparticipatory capacity;
- d. the meeting must not materially and substantially interfere with the orderly conduct of educational activities within the school; and
- e. non-school persons may not direct, conduct, control, or regularly attend activities of the student group.

The administration shall in all respects maintain the District in compliance with the Equal Access Act.

2. Equal Access to Boy Scouts. If the District provides an opportunity for one or more outside youth or community groups to meet on school premises or in school facilities before or after school hours, the District shall not deny equal access or a fair opportunity to meet to, or discriminate against, any group officially affiliated with the Boy Scouts of America. The same principles apply to any other youth group listed in Title 36 of the United States Code as a "patriotic society." The administration shall in all respects maintain the District in compliance with the Boy Scouts of America Equal Access Act.

The use of school facilities for student meetings and Boy Scouts as provided above shall be subject to the same provisions as other community, non-school groups and may be required to complete a community use application as and to the same extent as other non-curriculum related student groups (in the case of student meetings) and other outside youth or community groups (in the case of the Boy Scouts).

Legal Reference: 20 U.S.C. Section 4071-4074 (Equal Access Act)
20 U.S.C. Sec. 7905 (Boy Scouts of America Equal Access Act) & 34
CFR Part 108

Date of Adoption: [Insert Date]

Community RelationsRecording of Others

To ensure the privacy and confidentiality of student information, no person is authorized to record or transmit any sound or image of any person (including themselves) without the prior consent or authorization of either (1) the person or persons being recorded or whose image or sound is being transmitted, (2) by authorized staff for purposes of child welfare (for example, to record images of injuries to students caused or believed to be caused by another person), or (3) the Superintendent or Superintendent's designee. This prohibition applies to all persons, including staff, students and community members, regardless of the content or context of the image or sound; however, this provision shall not apply to District-sponsored athletic or activity events where the focus of the recording or transmission is on the student performances or activity. Nothing in this provision shall prohibit the recording of an Individualized Education Program meeting if the recording is necessary to ensure that the parent understands the IEP or the IEP process or to implement other parental rights guaranteed by the Individuals with Disabilities Education Act.

Legal Reference: Neb. Rev. Stat. Sec. 86-290
Letter to Anonymous, 40 IDELR 70 (OSEP 2003)

Date of Adoption: [Insert Date]

Community RelationsBulletin Boards, Display Case, and Posted Material

School bulletin boards, display cases, and posting areas are for the purposes of conveying information about school activities and programs to students, staff, and the visiting public as deemed appropriate by the respective principals; however, building principals may use their discretion on posting or displaying non-school related information which is not political or commercial in nature. No information, poster or other display may be posted on any school bulletin board, display case or other areas without the prior permission of the building principal. The building principal shall have the final determination as to whether any posting is political and/or commercial in nature, and there shall be no appeal process if the principal denies a request to post or display non-school related information.

Legal Reference: Neb. Rev. Stat. Sec. 79-526 Board Authority for Supervision and Control

Date of Adoption: [Insert Date]

Community RelationsTobacco Policy

The use of tobacco products is prohibited in all school buildings and all school vehicles. Smoking shall also be prohibited in any area where school staff, students or members of the public may be present or may be affected by smoke, including without limitation the stands and bleachers of outdoor athletic fields and near the entry of school buildings.

For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. This does not preclude adults from wearing non-visible nicotine patches, or using nicotine gum without displaying the product container, as part of a smoking cessation program.

Legal Reference: Neb. Rev. Stat. Sections 71-5716 to 5734 (Nebraska Clean Indoor Air Act)

Date of Adoption: [Insert Date]

Community RelationsPersonnel - All Employees and StudentsAnti-discriminationA. **Elimination of Discrimination.**

The policy of [Name] Public Schools is to not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, in admission or access to, or treatment with regard to employment or with regard to its programs and activities.

[Name] Public Schools and its staff shall comply with all state and federal laws prohibiting discrimination. The Board of [Name] Public Schools intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination and directs its staff to take all actions necessary to meet this objective.

The Superintendent shall be the Coordinator for anti-discrimination laws (including Title VI, Title IX; the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act of 1973 (Section 504)) and complaints or concerns involving discrimination or compliance with those laws should be addressed to said Coordinator.

B. **Preventing Harassment and Discrimination of Employees and Students.**

1. **Purpose:** [Name] Public Schools is committed to offering employment and educational opportunity to its employees and students based on ability and performance in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, co-workers or other persons is prohibited. In addition, [Name] Public Schools will try to protect employees or students from reported discrimination or harassment by non-employees or others in the work place and educational environment.

For purposes of this policy, discrimination or harassment based on a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, is prohibited. The following are general definitions of what might constitute prohibited harassment.

- a. In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual

orientation or gender identity, or other protected status, constitutes harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.

- b. Age harassment has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.
- c. Sexual harassment has been defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the work place, classroom or educational environment.

Sexual harassment may exist when:

- (a) Supervisors or managers make submission to such conduct either an explicit or implicit term and condition of employment (including hiring, compensation, promotion, or retention);
- (b) Submission to or rejection of such conduct is used by supervisors or managers as a basis for employment related decisions such as promotion, performance evaluation, pay adjustment, discipline, work assignment, etc.
- (c) The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, class room or educational environment.

Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.

2. **Procedures:**

- a. Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision.
- b. If the report is not satisfactorily resolved within ten calendar days, or if the discrimination or harassment continues, please report your complaint to the Superintendent of [Name] Public Schools.

- c. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.
- d. The person to whom the complaint is made is to thoroughly investigate the complaint and work with the person filing the complaint to seek an appropriate resolution so the discrimination or harassment can be remedied and put to an end.
- e. Complaints of discrimination or harassment will be treated with the utmost confidence, consistent with resolution of the problem.
- f. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, etc., may be taken.
- g. Under no circumstances will a supervisor or a teacher or the Board threaten or retaliate against a person for alleging discrimination or harassment.

Legal Reference: Title VI, 42 U.S.C. Sec. 2000d, Title VII, 42 U.S.C. Sec. 2000e, Title IX; 20 U.S.C. Sec. 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. Sec. 48-1101 et seq.
Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. Sec. 621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. Sec. 48-1001 et seq.;
Americans with Disabilities Act (ADA), 42 U.S.C. Sec. 12101 et seq.
Section 504 of the Rehabilitation Act of 1973 (Section 504)
Pregnancy Discrimination Act, 42 U.S.C. Sec. 2000e(k)
Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Sec. 4301 et seq.
Neb. Rev. Stat. Sec. 79-2,115, et seq

Date of Adoption: [Insert Date]

Community RelationsTitle IX – Procedure for Complaints of Sexual Harassment**A. Complaint Procedure - Generally**

All employees are responsible for helping to prevent sexual harassment. Employees or students who believe they have been subjected to, or believe they have witnessed sexual harassment should follow these procedures:

1. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
2. For employee reporters, contact your principal or supervisor, the principal or supervisor of the offending person, or the Title IX Coordinator if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.
3. Report the matter to the Title IX Coordinator if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.
4. For student reporters, contact any teacher, counselor, or administrator.
5. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator may file a formal complaint and begin the following complaint procedure.

Allegations of sexual harassment or discrimination shall be investigated and, if substantiated, corrective or disciplinary action taken, up to and including dismissal from employment if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against an employee or student for reporting discrimination or harassment.

B. Response to a Formal Complaint

1. Filing Formal Complaint: An employee or student can allege sexual harassment by filing a formal complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail using the following contact information:

TITLE IX COORDINATOR CONTACT INFORMATION

[Coordinator Name]

[Address]

[City, State, Zip]

[Phone Number]

[Email Address]

The formal complaint must be signed by the complainant or by the Title IX Coordinator. **The following procedures apply only in the event that a formal complaint is filed. All other allegations of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.**

2. **Immediate Actions upon Receipt of Formal Complaint:** Upon receipt of a formal complaint, the Title IX Coordinator shall provide the following to all known parties: (a) the complaint procedure as outlined in this regulation; and (b) notice of the allegations of sexual harassment, including: (i) the identities of the parties involved, if known; and (ii) the conduct allegedly constituting sexual harassment; and (iii) the date and location of the alleged incident.

The parties to the formal complaint may select an advisor of their choice, who may be, but is not required to be, an attorney.

3. **Investigation of Formal Complaint:** Upon receipt of a formal complaint, the Title IX Coordinator shall notify the Investigator. The Investigator will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint procedure. If the allegation(s) involves possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The Investigator will aim to complete its investigation within a reasonable time frame, as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to, the allegations of the formal complaint, the number of witnesses that may need to be interviewed, and whether the police are also conducting an investigation into the allegations. The time frame originally set by the Title IX Coordinator may be extended by the Title IX Coordinator, upon notice to the parties, as he or she deems necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

- (a) ***Neutrality:*** The Title IX Coordinator, investigator, decision-maker, or any person designated by the District to facilitate this complaint procedure, shall not have any conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The District shall ensure that Title IX Coordinators, investigators, decision-makers, and any persons who facilitate this complaint procedure shall receive training on the definition of sexual harassment in accordance with this regulation, the scope of the District's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias. The District shall ensure that the individuals involved in the

complaint procedure receive training on issues of relevance of questions and evidence and on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

- (b) *Burden of Production:* It shall be the Investigator's burden to gather evidence sufficient to reach a determination regarding responsibility. To reach a determination, the investigation will include, but is not limited to:
- i. Providing the parties with the opportunity to present witnesses and provide evidence.
 - ii. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
 - iii. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.
 - iv. A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)
- (c) *Rights of the Parties:* The respondent is entitled to a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process.

The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.

The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The Investigator shall provide the parties with the same opportunities to have others present during any complaint proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice if the Investigator deems appropriate. However, the Investigator may establish restrictions regarding the extent to which the advisor may participate in the proceedings, if the restrictions apply equally to both parties.

The Investigator shall provide to all witnesses expected to attend a meeting notice of the date, time, location, participants, and purpose of all hearings within two (2) days of the meeting.

Up until the conclusion of the investigation, the parties shall have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint. This includes the evidence upon which the Investigator does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence obtained from any source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.

The District retains the right to place an employee on administrative leave during the pendency of an investigation. The District also retains the right to remove a student from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the respondent shall have the opportunity to challenge the decision for removal.

- (d) *Conclusion of Investigation:* Prior to the conclusion of the investigation, the investigator shall send each party and the party's advisor, if any, the evidence that is subject to inspection and review in an electronic format or a hard copy. The parties shall then have ten (10) days to submit a written response, which the investigator will consider.

Once the investigator has considered the written statements of the parties, if any, and any questions of the parties, if any, the investigator shall create an investigative report that fairly summarizes relevant evidence. The investigator shall then submit the written investigation report to the decision-maker. The parties shall each receive a copy of the final investigative report at the same time as the decision-maker.

4. Decision of Responsibility: The decision-maker shall review the investigative report. Prior to coming to a determination regarding responsibility, the decision-maker shall provide ten (10) days for each party to submit written, relevant questions that a party wants asked of any party or witness, provide each party with answers, and allow for additional, limited follow-up questions from each party.

Once the decision-maker has considered the written questions of the parties, if any, the decision-maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame as determined by the Title IX Coordinator. The decision-maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person's status, such as complainant, respondent, or witness. The decision-maker shall provide the written determination to both parties simultaneously. The written determination must include:

- (a) Identification of the allegations potentially constituting sexual harassment;

- (b) A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
- (c) Findings of fact supporting the determination;
- (d) Conclusions regarding the application of each recipient's code of conduct to the facts;
- (e) A statement of, and rationale for, the results as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the complainant; and
- (f) The recipient's procedures and permissible bases for the complainant and respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

5. Supportive Measures and Disciplinary Actions:

Throughout the investigation, either party may be entitled to supportive measures. Supportive measures are 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 recipient'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 to deter sexual harassment.

Supportive measures may include, but are not limited to, 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 shall 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.

At the conclusion of the investigation, the decision-maker may institute disciplinary measures to the respondent if the decision-maker determines that the respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in-school suspension, out-of-school suspension, expulsion, and in the case of an employee, disciplinary

action up to and including dismissal from employment. This policy does not limit or prohibit the District from instituting disciplinary measures if, in the course of the investigation, it determines that the complainant or respondent violated the student code of conduct.

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

C. Appeals

If either party is not satisfied with the outcome of the investigation and the decision of the decision-maker, they may appeal on the following basis:

1. Procedural irregularity that affected the outcome of the matter;
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
3. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against the complainant or respondent generally or the individual complainant or respondent that affected the outcome of the matter.

The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the Superintendent of Schools.

Upon notice of an appeal by either party, the Superintendent of Schools shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties.

The Superintendent of Schools shall give both parties a reasonable and equal opportunity to submit a written statement in support of or challenging the outcome.

The Superintendent of Schools shall review the investigative report, decision-maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The Superintendent of Schools shall provide the written decision simultaneously to both parties.

D. Informal Resolution

If a formal complaint is filed, the District may offer the complainant and respondent the opportunity to participate in an informal resolution process. The informal resolution process may take place at any time prior to reaching a determination regarding responsibility. The informal resolution process shall only take place upon:

1. Written notice to both parties disclosing: the allegations, the requirements of the informal resolution process, including the circumstances under which it

precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the resolution process and resume the complaint process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

2. The parties' voluntary written consent to the informal resolution process; and
3. That the allegations of the formal complaint do not involve any allegations that an employee sexually harassed a student.

E. Record Keeping

The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, any transcripts, or audio recordings pertaining to the investigative and appeal proceedings for a period of seven (7) years.

Legal Reference: Title IX

Date of Adoption: [Insert Date]

Community RelationsADA and Section 504 Grievance Procedure

The following grievance procedure shall be used for resolution of complaints of alleged violations of the Americans with Disabilities Act of 1990 (ADA) or Section 504 of the Rehabilitation Act of 1973:

- 1) Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing, unless the Complainant's disability prevents such, in which event the Complaint can be made verbally.
- 2) Complaints shall set forth: (a) the name of the Complainant, (b) the address and telephone number or other such information sufficient to enable the Coordinator to contact the Complainant, (c) a brief description of the alleged violation, and (d) the relief requested by the Complainant.
- 3) Complaints shall be investigated by the Coordinator or the Coordinator's designee. Investigations shall be thorough, but informal, and the Complainant shall be given a full opportunity to submit evidence relevant to the complaint.
- 4) The Coordinator shall make a decision on the Complaint within thirty (30) days of the filing of the Complaint, unless such time period is extended by agreement with the Complainant or a longer period is reasonably necessitated by the circumstances. The decision shall be made in writing, shall set forth the Coordinator's proposed resolution of the Complaint, and shall be forwarded to the Complainant.
- 5) The Complainant shall have ten (10) days from the date the Coordinator's decision is sent to the Complainant to accept or reject the Coordinator's proposed resolution. The Complainant shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period.
- 6) In the event the Complainant rejects the proposed resolution, the Complainant shall be given the opportunity to file a request for reconsideration within ten (10) days from the date the Coordinator's decision is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. Upon receipt of the request for reconsideration, the Coordinator shall promptly forward the request for reconsideration and all evidence received by the Coordinator in connection with the Complaint to a third person for review (either an administrator or other employee of the District, or members of the Board of Education or Committee of the Board).

- 7) A decision on the request for reconsideration shall be made within ten (10) days after the request for reconsideration was filed unless the Board or Committee of the Board is the reviewer, in which event the decision shall be made within thirty (30) days of the filing of the request for reconsideration, unless such time period is extended by agreement with the Complainant or a longer period is reasonably necessitated by the circumstances.

Legal Reference: Americans with Disabilities Act of 1990 (ADA)
Section 504 of the Rehabilitation Act of 1973 (Section 504)

Date of Adoption: [Insert Date]

Community RelationsDesignation of Coordinator

[Name] Public Schools does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities.

The Superintendent shall either coordinate or designate one or more persons to coordinate [Name] Public School's compliance with the requirements of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, as amended (ADA and Section 504).

The Coordinator shall take such actions as required to maintain compliance with such laws; to provide information concerning such laws and their applicability to the services, programs, or activities of the District; and to resolve any complaints or grievances related to alleged non-compliance by the District with such laws.

In the event an employee has a disability and is in need of a reasonable accommodation to perform the employee's duties or to otherwise receive benefits and privileges of employment equal to those enjoyed by similarly-situated employees without a disability, the employee is to inform their supervisor and request a meeting with the ADA Coordinator to discuss the provision of reasonable accommodations.

In the event a student has a disability and needs or is believed to need special education or related services, the 504 Coordinator shall initiate the 504 evaluation and accommodation process.

The Board of Education has adopted a plan regarding the accessibility requirements of persons with disabilities who use school facilities as required by the ADA and Section 504. Members of the public may review the accessibility plan by contacting the Superintendent at the school's administrative offices. Comments or complaints regarding the accessibility of district facilities shall be made to the Superintendent for resolution.

Legal Reference: Americans with Disabilities Act of 1990 (ADA)
Section 504 of the Rehabilitation Act of 1973 (Section 504)

Date of Adoption: [Insert Date]

Community RelationsFund Raising Activities

Fundraising is the selling of a product, providing a service or activity, or requesting donations of any kind. School fundraising directly funds school programs and student organizations.

A. General Guidelines.

The School Board of [Name] Public Schools recognizes a desire and a need for ongoing fundraising support. The school board also recognizes a need for restraint to prevent fundraising activities from becoming too numerous and overly demanding on employees, students, and the general public.

All fundraising for student organizations and charitable giving campaigns must have prior administrative approval. School District employees who supervise official school programs or extracurricular activities are directed not to organize, conduct, or involve students in fundraising activities unless the fundraising activity has been approved by the building administration.

B. Student Organization Fundraising.

Student organizations are groups that are sponsored by the district and approved by the school board. They are designed to provide opportunities for students to participate, on an individual or group basis, in school and public events for the improvement of skills. Student organizations are directed or supervised by School District staff.

1. Approval Criteria. Student organization fundraising activities are to be considered for approval based on the following criteria: (1) the project will be fun and safe for students, (2) students will not be exploited for sectarian, political, or commercial purposes, (3) the project will accomplish the goals for the fundraiser without undue risk of financial loss, (4) the project will be consistent with the mission and goals of the School District and the student organization, (5) the number of fundraisers run by the particular student organization and within the school and the District within the last twelve months, and (5) the project meets all legal requirements.
2. Food Sales. The sale of foods as a fundraiser is subject to the School Wellness Policy.
3. Safety Considerations. The District does not sponsor activities involving driving vehicles unless a school employee or sponsor or a responsible adult is driving. Projects that involve door-to-door sales will not be approved for student participants who are not in high school. Parent approval must be given before any student is permitted to participate in door-to-door sales.

4. Non-Approved Activities. The following activities may not be approved as fundraising activities: raffles, lotteries, car bashes (or other comparable destructive activity), direct solicitation of money, and slave days.
5. Contracts. Teachers, coaches and sponsors are not authorized to sign contracts for the procurement of items to be sold or used in student organization fundraisers. Any contract that obligates school funds shall be submitted to the building principal for approval and execution.
6. Purchases. All purchases related to student organization fundraisers are to be made in the school district name. Deliveries of fundraising items for sale shall be made to the school building, not to personal addresses. Items shall be kept in a secure place to avoid theft. Items which are overpriced or of an embarrassing or controversial nature to the school will be rejected. Items which are in direct competition with local businesses shall be avoided where practicable.
7. Money-Handling. All funds collected must be given by the fundraiser sponsor intact (i.e., cash and checks must be deposited in the same cash/check mix in which they were received) to the building principal or designee for deposit into the School District depository account no later than the next school day following receipt. Funds may not be deposited into personal accounts and may not be taken home.
8. Inventory. The fundraiser sponsor shall maintain an inventory of items related to the project. Upon completion of the project, unsold items may not be given away. The items shall be returned to the vendor for credit, sold at reduced prices in a clearance sale, or kept for sale in a future student organization fundraising event.
9. Disbursement of Fundraising Proceeds. Fundraising proceeds shall be disbursed to and used by the student organization for the purposes for which the project was initiated.
10. Records. The fundraiser sponsor shall submit all records related to the fundraising project at the conclusion of the project. The records to be maintained and submitted include: fundraiser approval, purchase order or procurement card receipt, invoices and packing slips, student checkout sheets, deposit receipts, inventory of merchandise and list of unsold merchandise, receipt for return of merchandise and records of credit or receipt for returned merchandise.
11. Student Conduct. All students who participate in approved fundraising activities are expected to represent the school, the student organization, and the community in a positive manner. All rules pertaining to student conduct and student discipline extend to student fundraising activities.

If a donation of cash or equipment is offered to a staff member for a school organization or the School District, the coach or sponsor shall refer the intended donor to the building administration. If the donor insists on giving the cash or equipment immediately, the staff member shall turn the donation over to the building principal immediately upon receipt.

Coaches or sponsors who also coach, manage or otherwise participate in club teams or similar non-school organizations must clearly separate any student organization fundraising from fundraising activities for their club team. Such individuals who receive donation offers must

request that the donor be very clear as to whether the donation is intended for the student organization or the club team.

C. Fundraising by Outside Organizations.

Outside organizations are non school-funded groups such as parent/teacher organizations, sports booster groups, and commercial enterprises that provide supplementary services to existing school entities. Outside organizations are separate and apart from the School District. Decisions on fundraising activities and the expenditure of fundraising proceeds should involve consultation with the school administration.

Independent sales consultants may not use schools as a source of sales, even if the consultant intends to donate a portion of the funds raised to the school. An independent sales consultant includes individuals who operate as a franchisee for businesses that sell products such as food storage containers, cosmetics, etc.

D. Charitable Giving Campaigns.

A charitable giving campaign is fundraising conducted for the purpose of providing money for a charitable cause not directly related to any District goal. Purposes for which such a campaign may be permitted include fundraising for student scholarships or student exchange programs, to assist families within the District who have experienced a catastrophe, or to fund community projects.

Any fund-raising activity conducted by any such organization using [Name] Public Schools' facilities or using the District's name in solicitation of donations must have prior approval of the [Name] Board of Education. If the request is approved, the organization shall include a statement that the [Name] Public Schools is not endorsing the organization or campaign and has no affiliation with the event.

District funds cannot be used to off-set, front-fund, or pre-pay expenses for any charitable giving campaign. A charitable giving campaign shall not be permitted to conduct fundraising among the student population.

E. Sales Outside of Fund Raising.

Other than those fund raising activities authorized and approved under this policy, the selling of goods and services is prohibited on District property, except for those sales that are de minimis. "De minimis" means sales of five dollars or less or are otherwise approved in advance by an administrator. Transactions related to sales (such as Craigslist deliveries) are strictly prohibited on school property. Students or staff who desire to sell goods or services must do so off school property and outside of school hours.

Date of Adoption: [Insert Date]

Community RelationsGifts to the School District

The Board of Education welcomes monetary and material contributions or other types of citizen contributions to the general school program. All donations become the property of the School District and will be used in the interest of all of the children of the School District.

The [Name] Education Foundation is recognized as an appropriate tax-exempt charitable organization for receipt and management of such gifts.

Gifts to School Employees

Gifts to employees from parents or students, with a monetary value in excess of \$30, are to be referred to the [Name] Education Foundation for disbursement.

Students and patrons shall not in any way be encouraged to give personal gifts to school personnel. If gifts are offered, school personnel should minimize such acts and not give publicity or public recognition to such gifts or publicly praise the donor.

Gifts by School Employees

Gifts to students by their teachers or other employees who serve the student as part of their employment are not to be made. Exceptions are allowed for a homebound or seriously ill child, and in other cases where administrative approval has been given.

Date of Adoption: [Insert Date]

Community RelationsEmergency Closure of School Buildings

If the Superintendent or Superintendent's designee determines that a building or buildings should be closed due to health or safety concerns, then the Superintendent or Superintendent's designee is authorized to close a school building or buildings until the Superintendent or Superintendent's designee determines that such building or buildings should be reopened.

In determining whether a building or buildings should be closed, the Superintendent or Superintendent's designee is encouraged to receive input from law enforcement, health officials and other experts.

If the Superintendent or Superintendent's designee makes the decision to close a school building or buildings, then the Superintendent or Superintendent's designee shall communicate such decision to students, parents, staff, community members and area media outlets as soon as practical.

If a school building is closed, then no person shall be allowed to enter such building unless the Superintendent permits such person to enter such building.

Date of Adoption: [Insert Date]

Community RelationsEmergency Exclusion of Persons from School

If the Superintendent or Superintendent's designee determines that a person may pose a health or safety risk to others, the Superintendent may exclude such person from school property. If such person is a student, then the Superintendent or Superintendent's designee may refer to the emergency exclusion provisions of Policy 5101. If such person is a staff member, then the Superintendent or Superintendent's designee may place said staff member on paid or unpaid leave. If such person is not a student or staff member, then the Superintendent or Superintendent's designee shall inform such person as soon as possible that they are not permitted on school property until further notice from the Superintendent or Superintendent's designee.

The Superintendent may consult with law enforcement, health officials or other experts in determining whether such exclusion should occur.

Date of Adoption: [Insert Date]

Community RelationsTitle IX – Procedure for Complaints of Sexual Harassment**A. Complaint Procedure - Generally**

1. Reporting Procedures: All employees are responsible for helping to prevent sexual harassment. Employees or students who believe they have been subjected to, or believe they have witnessed sexual harassment should follow these procedures:

1. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
2. For employee reporters, contact your principal or supervisor, the principal or supervisor of the offending person, or the Title IX Coordinator if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.
3. Report the matter to the Title IX Coordinator if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.
4. For student reporters, contact any teacher, counselor, or administrator, or the Title IX Coordinator.
5. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator is:

TITLE IX COORDINATOR CONTACT INFORMATION

Joseph Frecks
PO Box 368
Wauneta, NE 69045
(308) 394-5700

2. District Actions upon Report of Sexual Harassment or Sexual Misconduct: Upon receipt of a report of sexual harassment, the Title IX Coordinator, or designee, including but not limited to a building principal or assistant principal, will conduct an initial inquiry. The first step of the inquiry will typically include a preliminary meeting between the individual whom the reporting party alleges has been subjected to sexual harassment or sexual misconduct and the Title IX Coordinator, or designee. The initial inquiry may also include a meeting between the Title IX Coordinator, or designee, and the individual whom the reporting party alleges has committed sexual harassment or sexual misconduct. The purpose of these meetings is to gain a basic understanding of the nature and circumstances of the report, it is not intended to be a full investigative interview. During the initial assessment, the reporting party may also receive information about resources, rights, procedural options, and supportive measures. The Title IX

Coordinator, or designee, may inquire into whether the person who has is alleged to have been subject to sexual harassment or misconduct requests resources, no further action, supportive measures, and/or initiation of the “Formal Complaint” process. The Title IX Coordinator will make a reasonable effort to respect the wishes of the person who experienced sexual harassment or sexual misconduct; however, if the reported incident constitutes an imminent or ongoing threat to school safety, based on the assessment of the Title IX Coordinator, then the Title IX Coordinator may file a Formal Complaint, on behalf of the District, with or without the consent or permission of the person who has experienced sexual harassment or sexual misconduct.

With or without a Formal Complaint, allegations of sexual harassment or discrimination shall be investigated and if substantiated, corrective or disciplinary action will be taken, up to and including dismissal from employment, if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against any person for reporting discrimination or harassment. This policy does not limit or prohibit the District from instituting disciplinary measures pursuant to other Board Policy, rules, or other expectations if the District determines that a person violated District rules or expectations.

B. Formal Complaint Process

The following procedures apply only in the event that a Formal Complaint is filed. All other reports of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.

1. Misconduct Which May Be Investigated Under a Formal Complaint: The Formal Complaint process is only available if the Formal Complaint alleges: (i) conduct which occurs on District grounds or property owned or controlled by the District; (ii) conduct which occurs in the context of District employment or an education program or District-sponsored activity within the United States, and (iii) conduct which occurs when the District has substantial control over both the Respondent and the context in which the sexual harassment or sexual misconduct occurs. The conduct must also fall within one of the following categories: (a) an employee of the District conditioning an aid, service, or benefit of the District on an individual’s participation in unwelcome sexual contact; (b) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the District’s education program or activity; (c) sexual assault; (d) domestic violence; (e) dating violence; or (f) stalking.

2. Parties to a Formal Complaint: The only parties to a Formal Complaint are the Complainant, who is the person alleged to have been subject to misconduct, and the Respondent, the person who is alleged to have committed the misconduct.

3. Filing a Formal Complaint: A Formal Complaint may only be filed by a Complainant or the Title IX Coordinator. An employee or student Complainant may file a Formal Complaint in

writing with the Title IX Coordinator in person or by mail, or by electronic mail. The Formal Complaint must be signed by the Complainant or by the Title IX Coordinator.

4. Immediate Actions Upon Receipt of Formal Complaint: Upon receipt of a Formal Complaint, the Title IX Coordinator will conduct an initial assessment of the allegations contained within the Formal Complaint to determine if the allegations in the Formal Complaint, if true, allege misconduct which may be investigated under the Formal Complaint process. If the allegations in the Formal Complaint do not allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator must dismiss the Formal Complaint and may proceed under other District policies or procedures. The Complainant will be provided notice in writing if the Formal Complaint is dismissed.

If the allegations in the Formal Complaint allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator shall provide the following to all known parties: (1) The complaint procedure as outlined in this policy; and (2) Notice of the allegations of sexual harassment, known by the District at the time of filing the Notice, including (i) the identities of the parties involved, if known, (ii) the conduct allegedly constituting sexual harassment, and (iii) the date and location of the alleged incident.

The Title IX Coordinator shall then provide the Formal Complaint and the Notice of the Formal Complaint to the District's Title IX Investigator.

5. Investigation of Formal Complaint: Upon receipt of a Formal Complaint, the Investigator will promptly investigate the allegations contained within, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint procedure. If the allegation(s) involve possible criminal conduct, the District will notify the Complainant of his or her right to file a criminal complaint, and District employees will not dissuade the Complainant from filing a criminal complaint either during or after the District's investigation.

The Investigator will contact the Complainant, Respondent, and relevant witnesses to schedule interviews. All parties may bring up to two people to this meeting: (1) Support Person and/or (2) Advisor of Choice. The Advisor of Choice may or may not be an attorney. Neither the Support Person nor the Advisor of Choice can direct questions or comments to the Investigator, nor may the Support Person or Advisor of Choice advise a student or employee how to answer the Investigator's questions.

The Investigator will also aim to collect all tangible evidence relevant to the investigation.

The Investigator will complete the investigation within a reasonable time frame, as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to, the allegations of the Formal Complaint and the number of witnesses that may need to be interviewed. The time frame originally set by the Title IX Coordinator may be extended by the Title IX Coordinator, upon notice to the parties, as deemed necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

(A) *Neutrality*: The Title IX Coordinator, Investigator, Decision-Maker, or any person designated by the District to facilitate this Formal Complaint process, shall not have any conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. The District shall ensure that Title IX Coordinator, Investigator, Decision-Maker, and any person who facilitates this Formal Complaint process shall receive training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias.

(B) *Burden of Production*: It shall be the Investigator's burden to gather evidence sufficient to reach a determination regarding the outcome of the Formal Complaint. To reach a determination, the investigation will include, but is not limited to:

- i. Providing the parties with the opportunity to present witnesses and provide evidence.
- ii. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- iii. A consideration of various factors, including: (1) the nature of the conduct and whether the conduct was unwelcome, (2) the surrounding circumstances, expectations, and relationships, (3) the degree to which the conduct affected one or more students' education, (4) the type, frequency, and duration of the conduct, (5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, (6) the number of individuals involved, (7) the age and sex, if applicable, of the alleged harasser and the alleged victim(s) of the harassment, (8) the location of the incidents and the context in which they occurred, (9) the totality of the circumstances, and (10) other relevant evidence.
- iv. A review of the evidence using a "preponderance of the evidence" standard. To meet the "preponderance of the evidence" standard, the evidence must show that the discrimination, harassment, or retaliation more likely occurred than did not occur.

(C) *Rights of the Parties*: The Respondent is entitled to a presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process. The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The District retains the right to place any person on administrative leave during the pendency of the investigation. The District also retains the right to remove a Respondent from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the Respondent shall have the opportunity to challenge the decision for removal by meeting with the Title IX Coordinator to discuss the removal.

(D) *Conclusion of Investigation:* Prior to the conclusion of the investigation, the Investigator shall send each party the evidence that is subject to inspection and review in an electronic format or a hard copy. This information shall be known as the “Draft Investigative Report.” The Draft Investigative Report shall include all evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the Investigator does not intend to relay to the Decision-Maker. The parties shall then have ten (10) calendar days to submit a written response, which the Investigator will consider. Responses may not be submitted by the parties’ Advisor of Choice or Support Person, unless such person is the parent or guardian of the Complainant or Respondent. Responses may include corrections to the Investigator’s summary of the parties’ interviews, suggestions for additional investigation, or additional information not known at the time of the interviews. Any new information provided by the parties during the response period will not result in an additional time period for response by the other party unless determined necessary by the Title IX Coordinator. The Investigator is not obliged to respond to any question or requests for information in the parties’ responses. The Investigator will consider the information provided by the parties and will incorporate relevant information into the Final Investigative Report. The Final Investigative Report will fairly summarize the relevant evidence. The Investigator shall then submit the Final Investigation Report to the Decision-Maker. The parties shall each receive a copy of the Final Investigative Report at the same time as the Decision-Maker.

6. Actions Taken By Decision-Maker Upon Receipt of Final Investigative Report: Upon receipt of the Final Investigative Report, the Decision-Maker shall provide 10 days for each party to submit written, relevant questions that a party wants asked of any party or witness. Questions shall be submitted to the Title IX Coordinator who shall determine whether questions are relevant. The Title IX Coordinator shall contact parties or witnesses to request answers to the parties’ relevant questions. The Title IX Coordinator will provide each party, and the Decision-Maker with the answers provided by the opposing party or witness and allow for additional, limited follow-up questions from each party.

7. Notice of Determination: Once the Decision-Maker has received the answers to relevant questions submitted by the parties, the Decision-Maker shall consider the answers and the Decision-Maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame, as determined by the Title IX Coordinator. The Decision-Maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person’s status, such as the Complainant, Respondent, or witness. The Decision-Maker shall provide the written determination to both parties simultaneously. The written determination shall include:

- (a) Identification of the allegations potentially constituting sexual harassment;
- (b) A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
- (c) Findings of fact supporting the determination;
- (d) Conclusions regarding the application of each recipient’s code of conduct to the facts;
- (e) A statement of, and rationale for, the results as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes

on the Respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the Complainant; and

- (f) The recipient's procedures and permissible bases for the Complainant and Respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA) permits the District to disclose relevant information to a student who was discriminated against or harassed.

8. Sanctions: At the conclusion of the investigation, the Decision-Maker may institute disciplinary measures against the Respondent if the Decision-Maker determines that the Respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in-school suspension, out-of-school suspension, expulsion, and, in the case of an employee disciplinary action, up to and including immediate termination from employment.

The Title IX Coordinator is responsible for coordinating the implementation of supportive measures for the victim(s).

C. Appeals

If either party is not satisfied with the outcome of the investigation and the decision of the Decision-Maker, they may appeal on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
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
3. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent generally or the individual Complainant or Respondent that affected the outcome of the matter.

The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the Superintendent.

Upon notice of an appeal by either party, the Superintendent of Schools shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties.

The Superintendent shall give both parties a reasonable and equal opportunity to submit a written statement in support of or challenging the outcome.

The Superintendent shall review the investigative report, Decision-Maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The Superintendent shall provide the written decision simultaneously to both parties.

D. Informal Resolution

If a Formal Complaint is filed, the District may offer the Complainant and Respondent the opportunity to participate in an informal resolution process. The informal resolution process may take place at any time prior to reaching a determination regarding responsibility. The informal resolution process shall only take place upon:

1. Written notice to both parties disclosing: the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a Formal Complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the resolution process and resume the complaint process with respect to the Formal Complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
2. The parties' voluntary, written consent to the informal resolution process; and
3. That the allegations of the Formal Complaint do not involve any allegations that an employee sexually harassed a student.

E. Record Keeping

The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings for a period of seven (7) years.

Legal Reference: Title IX

Date of Adoption: [Insert Date]

Business OperationsInternal Controls

The District will develop and maintain internal control procedures as required by law and in accordance with sound fiscal monitoring practices that will ensure appropriate oversight of state and federal funds. The following internal control procedures will be utilized for all federal grants:

Generally: If the District receives federal awards, grants, or other funds, the District will:

- (a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the District manages the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. The District will endeavor to develop and maintain these internal controls consistent with the “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);
- (b) Comply with the U.S. Constitution, federal statutes, regulations, and the terms and conditions of the federal award;
- (c) Evaluate and monitor the District's compliance with statutes, regulations and the terms and conditions of federal award;
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency, or pass-through entity, designates as “sensitive” or the District considers sensitive, consistent with applicable federal, state, and local laws regarding privacy and responsibility over confidentiality.

Legal Reference: 2 C.F.R. § 200.303.

Management requirements: The District will manage equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until the District disposes of such equipment. The District will, as a minimum, meet the following requirements:

- 1) Maintain property records of the equipment (including equipment description, serial number or other identification number, source of funding, acquisition date, and the like);
- 2) Maintain a physical inventory procedure, with an inventory occurring at a minimum of every two (2) years;
- 3) Implement a Control System procedure;

- 4) Continue to develop and implement adequate maintenance procedures for the equipment;
- 5) Continue to develop and implement sales procedures for the equipment; and
- 6) Continue to develop and implement disposition procedure for the equipment.

Legal Reference: 2 C.F.R. §§ 200.313 & 200.33.

Procurement: The District will use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the requirement standards imposed by law, including:

- 1) A procedure for micro-purchases (Under \$10,000);
- 2) A procedure for small purchases (between \$10,000 to \$250,000);
- 3) A procedure for sealed bids;
- 4) A procedure for competitive proposals; and
- 5) A procedure for noncompetitive bids.

Legal Reference: 2 C.F.R. §§ 200.317 through 200.326.

Cross-Reference: Policies 3130 & 3131.

Record Retention: Financial records, supporting documents, statistical records, and all other related records pertinent to a federal award will be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a sub-recipient.

For all other records, the District will retain such records for the length of time as required by law.
Legal Reference: 2 C.F.R. § 200.333.

Suspension and Debarment: The District will not contract with any entity or individual who has been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Before entering into a contract regarding a federal award, the District will verify that a vendor has not been debarred, suspended or otherwise excluded, and the District will maintain a copy of said verification.

Legal Reference: 2 C.F.R. § 200.213.

Financial Management: The District will maintain financial management systems to account for the federal funds, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award. These records will be sufficient to permit the District to prepare reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award. The financial management system will provide for the following:

- 1) Identifying all of the federal awards received and expended and the federal programs under which they were received;

- 2) Ensuring that accurate, current, and complete disclosure of the financial results of each federal award or program are maintained in accordance with reporting requirements;
- 3) Identifying adequately the source and application of funds for federally-funded activities;
- 4) Ensuring effective controls over and accountability for all funds, property, and other assets;
- 5) Comparing actual expenditures with budget amounts for each federal award;
- 6) Ensuring payments of federal funds are made in accordance with applicable law, including 2 CFR § 200.305; and
- 7) Determining the allowability of costs in accordance with applicable law and the conditions of the federal award.

Legal Reference: 2 C.F.R. § 200.302.

Program Income: The District will consult with the federal awarding agency and refer to the applicable law and federal program terms and conditions to determine how to account for, deduct and otherwise handle income from federal programs.

Legal Reference: 2 C.F.R. § 200.307.

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

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

Legal Reference: 2 C.F.R. § 200.306.

Compensation: Compensation for personal services includes all remuneration for services of employees rendered during the period of performance under the federal award, including, but not limited to wages, salaries, and fringe benefits. Costs of compensation may be allowable under federal law and the federal grant to the extent that they satisfy the following requirements:

- 1) Is reasonable for the services rendered; and
- 2) Conforms to the established written expectations of the District, as applied consistently to both Federal and non-Federal activities.

If the District intends to charge compensation to federal awards, such charges will be based on records that accurately reflect the work performed, and will:

- 1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- 2) Be incorporated into the official records of the District;
- 3) Reasonably reflect the total activity for which the employee is compensated by the District, not exceeding 100% of compensated activities;
- 4) Encompass both federally-assisted and all other activities compensated by the District on an integrated basis, but may include the use of subsidiary records as defined in the District's written procedures;
- 5) Comply with the established accounting policies and practices of the District; and
- 6) Differentiate and account for the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two (2) or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

Budget estimates will generally not be used to support charges to Federal awards but may be used for interim accounting purposes.

Legal Reference: 2 C.F.R. §§ 200.430 & 200.431.

Federal Funds for Construction Projects: For all federal awards, the District will comply with all applicable legal requirements, including the Davis-Bacon Act.

Legal Reference: 34 C.F.R. § 75.600, et seq.

Capitalization and Depreciation: The District will follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E, when charging these specific expenditures to a federal grant. When applicable, District staff will check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, federal, state, or program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and District personnel shall follow those requirements. The following rules of allowability apply to equipment and other capital expenditures:

- A. Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the federal awarding agency or pass-through entity.
- B. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the federal awarding agency or pass-through entity.
- C. Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the federal awarding agency or pass-through entity.

D. Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR § 200.436 and 2 CFR § 200.465.

E. When approved as a direct cost by the federal awarding agency or pass-through entity under Sections A - C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.

F. If the District is instructed by the federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.

G. Any depreciation will be computed, charged, and recorded in a manner consistent with federal regulations and any requirements of the federal awarding agency.

Legal Reference: 2 C.F.R. §§200.436 & 200.439.

Maintaining Records: Financial records, supporting documents, statistical records, and all other District records pertinent to a federal award must be retained for the minimum period time as required by federal law or the terms of the federal awarding agency, whichever is longer in time.

Legal Reference: 2 C.F.R. § 200.334.

Conflict of Interest: Notwithstanding any other Board Policies or Procedures, the District shall ensure that it avoids any conflicts of interest regarding any federal awards. The District will disclose in writing any potential conflict of interest to the federal awarding agency or pass-through entity in accordance with applicable federal awarding agency policy.

Legal Reference: 2 C.F.R. § 200.112.

Unexpected or Extraordinary Circumstances: For all federal awards, if the District does not currently have in place a sufficient policy that addresses extraordinary circumstances, such as those caused by COVID-19, the District may amend or create a policy at a later date in order to put emergency contingencies in place for federal and non-federal similarly situated employees. If the conditions exist for charges to be made to the federal grant, then charges may also be made to any non-federal sources that are used by the District in order to meet a matching requirement. The District will take other steps to comply with federal award requirements in the event of unexpected or extraordinary circumstances.

Legal Reference: 2 C.F.R. § 200, et seq.

Date of Adoption: [Insert Date]

Business OperationsProcedures—Bidding Construction Projects

The District shall bid every project for the construction, remodeling, or repair of any school-owned building or for site improvements when the contemplated expenditures for the project is in excess of one hundred nine thousand dollars (\$109,000), or such sum as adjusted pursuant to Section 73-106. The bidding procedures shall comply with the requirements of state law and shall include the following:

1. Notice to Bidders: The Administration shall prepare a notice to bidders containing a general description of the scope of the project being bid; the location of the project; the means of obtaining project documents, including plans and specifications; the date and hour bids will close; and the date, hour and place bids are to be returned, received and opened, and a provision that such bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders, when the hour is reached for the bids to close.
2. Regular Manner of Advertisement for Bids: The notice to bidders shall be published one time in a newspaper of general circulation in the School District. The notice shall be published at least seven (7) days prior to the date designated for the opening of such bids. The Board of Education or Administration may, in its sole discretion, elect to utilize further advertisement for bids as it may determine appropriate to secure a sufficient number of qualified bidders for the scope of the project.
3. Bid Opening: When the hour is reached for such bids to close, bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders.
4. Contract Award: The contract shall be awarded to the lowest responsible bidder as to the extent required by law. When not so required, the award shall be made on the basis of consideration of the contract award criteria determined appropriate by the Board or administration.
5. Performance and Payment Bonds. Whenever any contract is entered into for the erecting, furnishing, or repairing of any building or other public structure or improvement, the contractor shall be required, before commencing such work, to furnish a performance, labor and material payment bond. The bond requirement shall not apply, however, to any project bid or proposed which has a total cost of ten thousand dollars (\$10,000) or less unless the School Board or Administration includes a bond requirement in the specifications for the project. The bond shall be in an amount not less than the contract price. The bond shall be conditioned on the faithful performance of the contract and the payment by the contracting party of all laborers and mechanics for labor that is performed and of all material and equipment rental that is actually used or rented in connection with the improvement project and the performance of the contract. Such bond shall contain such provisions as are required by statutes, and be in a form prescribed and required by the district.

6. Retention of an Architect or Engineer. The School District shall not engage in the construction of any public works involving architecture or engineering unless the plans, specifications, and estimates have been prepared and the construction has been observed by an architect, a professional engineer, or a person under the direct supervision of an architect, professional engineer, or those under the direct supervision of an architect or professional engineer; provided that such requirement shall not apply to any public work in which the contemplated expenditure for the complete project does not exceed one hundred and eighteen thousand dollars (\$118,000), as adjusted from time to time by Section 81-3445 or other applicable law.

7. Additional Procedures. Each bid for which a labor and material bond is required shall be accompanied by a bid bond or certified check in the amount of five percent (5%) of such bid unless the School Board or Administration waives such requirement. The Board of Education or Administration may provide for additional procedures for the procurement, opening and acceptance of bids as deemed appropriate for a particular project.

Legal Reference: Neb. Rev. Stat. Sec. 52-118; Neb. Rev. Stat. Sec. 73-101 *et seq.*; Neb. Rev. Stat. Sec. 73-106; Neb. Rev. Stat. Sec. 81-3445

Date of Adoption: [Insert Date]

Personnel - All EmployeesDrug and Substance Use and Abuse

It is the policy of the Wauneta-Palisade Public School District to eliminate the influence of drugs, alcohol and other chemicals within the school environment and to educate students against the usage of drugs, alcohol and illegal substances. The District will implement regulations and practices which will ensure compliance with laws relating to drugs and alcohol, including: the Drug-Free Workplace Act and the Omnibus Transportation Employee Testing Act of 1991, and all regulations and rules promulgated pursuant thereto.

Section 1 Drug-Free Workplace

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held. The school district recognizes that the use, possession, or being under the influence of illicit drugs or alcohol constitutes a hazard to the positive development of students and employees and a substantial interference with school purposes.

1. The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. Employees are also prohibited from possessing, using or distributing illicit drugs or alcohol, or being under the influence of illicit drugs or alcohol, on any district property or district sponsored event. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol in the work place or on duty time shall be a violation of the drug-free workplace.
2. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, employees are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the employee commits a criminal drug or alcohol offense off the work place or off duty time.
3. As a condition of employment, employees will abide by the District's drug-free workplace policies and notify the Superintendent or designee in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
4. Disciplinary sanctions, up to and including termination of employment and referral for prosecution, will be imposed upon employees who violate the aforementioned standards of conduct. Sanctions for violation thereof may include the requirement that the employee complete an appropriate rehabilitation program, reprimands, and non-renewal, cancellation, or termination of contract of employment.
5. Employees shall be advised through employee publications about drug and alcohol counseling and rehabilitation and reentry programs that are available.

6. Employees shall be furnished with a paper or digital copy of this policy.

This policy supplements and is in addition to all other policies, regulations, practices, procedures and contractual provisions regarding or related to the improper or unlawful possession, use, or distribution of illicit drugs and alcohol.

Section 2 Alcohol and Drug Testing

The District will implement regulations and practices which will insure compliance with the Omnibus Transportation Employee Testing Act of 1991, the Moving Ahead for Progress in the 21st Century (MAP-21) Act, and all regulations and rules promulgated pursuant to such Acts. Employees in "safety-sensitive" positions, as defined by the Act and regulations promulgated thereunder, including employees whose position requires a commercial driver's license (CDL), shall be tested for alcohol and controlled substances as required by law. (See attached Appendix "1"). Refusal to submit to such pre-employment testing, or testing positive, shall disqualify an applicant from employment. Reasonable suspicion, random, post-accident, return-to-duty, and follow-up testing shall also be conducted. Employees who test positive shall be immediately removed from safety-sensitive positions and shall be removed from employment.

Legal Reference: 41 U.S.C. §§701 to 707
49 U.S.C. §§5331(b) and 31306; 49 CFR Part 382

Date of Adoption: [Insert Date]

**CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING:
FEDERAL REGULATIONS, [NAME] PUBLIC SCHOOLS' COMPLIANCE POLICIES
AND PROCEDURES, AND EDUCATIONAL MATERIALS**

The U.S. Department of Transportation (DOT) and the Federal Highway Administration (FHWA) have issued regulations requiring that individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs) be tested for controlled substances and alcohol and not engage in controlled substances use or alcohol misuse. Information concerning those regulations, [Name] Public Schools policies and procedures, and educational materials relating to controlled substances use and alcohol misuse is set forth as follows:

(A) The persons designated by [Name] Public Schools to answer employee questions about these materials are:

Superintendent of Schools
Secondary Principal

(B) The categories of employees who are subject to the provisions of the federal controlled substances and alcohol use and testing regulations are:

Individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs), including bus drivers and distribution and maintenance employees who are subject to driving commercial motor vehicles.

(C) The term "safety-sensitive functions" means:

- (1) All time waiting to be dispatched, unless the driver has been relieved from duty;
- (2) All time inspecting equipment or inspecting, servicing, or conditioning any commercial motor vehicle (i.e., a vehicle in excess of 26,000 pounds GVWR or designed to carry 16 or more passengers, including the driver) at any time;
- (3) All driving time (i.e., time spent at the controls of a commercial motor vehicle in operation);
- (4) All time, other than driving time, in or upon any commercial motor vehicle;
- (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
- (6) All time spent performing the driver requirements of 49 CFR §§392.40 and 392.41 relating to accidents;
- (7) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

(D) Employee conduct that is prohibited by the federal controlled substances and alcohol use and testing regulations includes:

1. **Alcohol concentration.**
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
2. **Alcohol possession.**
No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.
3. **On-duty use.**
No driver shall use alcohol while performing safety-sensitive functions.
4. **Pre-duty use.**
No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. **Use following an accident.**
No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. **Refusal to submit to a required alcohol or controlled substances test.**
No driver shall refuse to submit to a post-accident alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, or a follow-up alcohol or controlled substances test.
7. **Controlled substances use.**
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
8. **Controlled substances test.**
No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.

(E) The circumstances under which an employee will be tested for alcohol and/or controlled substances pursuant to the federal regulations include:

1. **Pre-employment testing.**
Prior to the first time a driver performs safety-sensitive functions, the driver shall undergo testing for alcohol and controlled substances. No safety-sensitive functions are to be performed unless the driver has been administered an alcohol test with a result indicating an alcohol concentration less than 0.04, and has received a controlled substances test result from the medical review officer indicating a verified negative test result.
2. **Post-accident testing.**
 - (a) As soon as practicable following an accident involving a commercial motor vehicle, each surviving driver:
 - (1) Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or

- (2) Who receives a citation under State or local law for a moving traffic violation arising from the accident shall undergo a test for alcohol and controlled substances.
- (b) (1) *Alcohol tests.* Shall be administered within two hours following the accident unless such cannot reasonably be done, and not more than eight hours following the accident.
- (2) *Controlled substance tests.* Shall be administered within 32 hours following the accident.
- (c) A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the employer to have refused to submit to testing. The driver shall be permitted to leave the immediate scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care, but shall otherwise remain readily available for testing.

3. **Random testing.**

- (a) Drivers shall be subject to random testing. The minimum annual percentage rate for random alcohol testing should be 25 percent of the average number of driver positions, or such minimum annual percentage rate as established from time to time by the FHWA. The minimum annual percentage rate for random controlled substance testing shall be 50 percent of the average number of driver positions.
- (b) The selection of drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method. Under the selection process used, each driver shall have an equal chance of being tested each time selections are made.
- (c) The random alcohol and controlled substances tests shall be unannounced and the dates for administering random alcohol and controlled substances tests shall be spread reasonably throughout the calendar year.
- (d) Each driver who is notified of selection for random alcohol and/or controlled substances testing shall proceed to the test site immediately; provided, however, that if the driver is performing a safety-sensitive function at the time of notification, the driver shall cease to perform the safety-sensitive function and proceed to the testing site as soon as possible.

4. **Reasonable suspicion testing.**

- (a) A driver shall submit to an alcohol test when the employer has reasonable suspicion to believe that the driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations (except for possession of alcohol).
- (b) Under federal law, notwithstanding the absence of a reasonable suspicion alcohol test, a driver is prohibited from reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol and must not perform or continue to perform safety-sensitive functions, until:
 - (i) An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or
 - (ii) Twenty-four hours have elapsed following the determination that there is reasonable suspicion to believe that the driver has violated the prohibitions concerning the use of alcohol.

5. **Return-to-duty testing.**

(a) Alcohol. If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning alcohol and has not been terminated, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

(b) Controlled Substances. If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning controlled substances, and has not been terminated, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

6. **Follow-up testing.**

Following a determination that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the driver shall, if still employed, be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional in accordance with the provisions of federal regulations.

Random, reasonable suspicion, and follow-up alcohol testing shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

(F) The procedures that will be used to test for the presence of alcohol and controlled substances, to protect the employee and the integrity of the testing processes, to safeguard the validity of the test results, and to ensure that those results are attributed to the correct employee include:

The procedures outlined in 49 CFR 40, concerning procedures for Transportation Workplace Drug and Alcohol Testing Program, will be followed. This includes use of a "split sample" approach for drug testing and chain of custody procedures including documentation of screening aliquots.

(G) An employee is required to submit to alcohol and controlled substances tests administered pursuant to the federal regulations.

(H) A "refusal to submit" to an alcohol or controlled substance test includes:

Refuse to submit (to an alcohol or controlled substances test) means that a driver (1) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing, (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the testing process. A failure to remain readily available for post-accident testing, or to notify the employer of the need for such testing, or to proceed to the test site immediately for random testing, may be deemed by the employer to constitute a refusal to submit.

The consequences for refusing to submit to an alcohol or controlled substances test are as follows: A driver who has refused to submit to a required alcohol or controlled substance test is subject to the same consequences as a driver who has tested positive on an alcohol (concentration of 0.04 or greater) or controlled substances test.

(I) The consequences under the federal regulations for employees who have violated the federal regulations relating to controlled substances and alcohol use and testing include:

The driver shall be removed from and not permitted to perform safety-sensitive functions. The driver shall be referred for evaluation by a substance abuse professional for a determination of what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances abuse.

Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by the federal regulations, the driver shall, if still employed, undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.

In addition, each driver identified as needing assistance in resolving problems associated with alcohol misuse or controlled substance use, if still employed,

- (i) Shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed, and
- (ii) Shall be subject to unannounced follow-up alcohol and controlled substances tests administered by the employer following the driver's return to duty.

The driver may also be subject to the penalty provisions of 49 U.S.C. § 521(b).

(J) The consequences under the federal regulations for employees found to have an alcohol concentration of 0.02 or greater but less than 0.04 include: Removal from safety-sensitive functions for a period of not less than 24 hours following administration of the test.

(K) Information to assist employees in avoiding alcohol misuse and controlled substances use, signs and symptoms of an alcohol or a controlled substances problem, and available methods of intervening when such a problem is suspected: Information will be made available by the counselor to employees upon request.

Date of Adoption: [Insert Date]

Personnel - Certificated EmployeesSubstitute Teachers

Persons employed as substitute teachers shall meet such qualifications as are established by law and the State Department of Education and may be employed for periods of time in the absence of the regular teacher.

Rates of compensation for all substitute teachers will be set by the Board, provided that after a substitute employee has been on duty for fifteen (15) consecutive school days, such substitute teacher shall be paid on a per diem rate applying the salary schedule in place for certificated teachers for the school district based upon the substitute teacher's level of educational attainment and years of teacher experience. Substitute teachers will not participate in the health plan or other fringe benefits of the school district.

The Superintendent shall be responsible for recruitment, selection, assignment, orientation and evaluation of substitute teachers. The Superintendent, or Superintendent's designee, is hereby authorized on behalf of the District to execute any necessary documents to assist a substitute teacher to secure a local substitute teaching permit.

Legal Reference: Neb. Rev. Stat. Sec. 79-808

Date of Adoption: [Insert Date]

InstructionSpecial Education

Wauneta-Palisade Public Schools adopts this special education policy with the intent that the policy maintains the District's compliance with all applicable laws affecting special education services and programs. The Superintendent or designees shall develop regulations or procedures to implement these policies. Employees and contractors of the District are expected to comply with these policies and all regulations, guidelines and procedures related to this policy in all respects.

The District will abide by all state and federal laws relating to special education. The District's special education policy and regulations, guidelines and procedures related to this policy are to be interpreted so as to be in compliance with such laws. In the event of changes in law, the school administration shall be authorized to implement modifications of practice to comply with such changes (whether the changes impose more or less stringent procedural or substantive requirements) until such time as amended policies are adopted by the Board of Education. References herein to 92 NAC 51 citations are made to Rule 51 as in effect on the date of the adoption of these policies. In the event of renumbering or other revisions to Rule 51, the policy shall be interpreted and implemented consistent with such renumbering or revisions.

1. Free Appropriate Public Education

A free appropriate public education shall be made available to all children with disabilities residing in the District, including children with disabilities who have been suspended or expelled, from date of verification through the school year in which the child is no longer eligible or the student reaches twenty-one (21) years of age, whichever occurs earlier. An Individualized Education Plan ("IEP") will be created for each such child that will enable the student to make progress appropriate in light of the student's unique circumstances

Legal Reference: 92 NAC 51-004.01 through 004.03A and 007.07C2 through 007.07C6

2. Full Educational Opportunity Goal

The District shall take steps to ensure that its children with verified disabilities have available to them the variety of educational programs and services available to children without disabilities in the areas served by the District, including art, music, industrial arts, family consumer science education, and vocational education.

Legal Reference: 92 NAC 51-004.11A

3. Child Find

All children from birth to age twenty-one (21) with disabilities residing in the District, including children with disabilities who are homeless or are wards of the state or attending nonpublic schools, regardless of the severity of their disabilities, who are in need of special education and related services, will be identified, located and evaluated. A practical method shall be developed and implemented by the administration to determine which children with disabilities are currently receiving needed special education and related services. The District will implement multiple methods to provide parents, guardians, and community members with information regarding how to refer a child for an evaluation and the identification process and will publish an annual notice of any significant activity that is designed to identify, locate, or

evaluate children to publicly notify parents, guardians, or appointed surrogates. The District's child find process will be consistent with Federal and Nebraska regulations. Legal Reference: 92 NAC 51-006.01 through 006.01A2

4. Pre-Referral Interventions

For a school age student, a general education student assistance team (SAT) or a comparable problem solving team shall be used prior to referral for multidisciplinary team evaluation. The SAT or comparable problem solving team shall utilize and document problem solving and intervention strategies to assist the teacher in the provision of general education. If the student assistance team or comparable problem solving team feels that all viable alternatives have been explored, a referral for multidisciplinary evaluation shall be completed. A referral shall include information from the SAT or comparable problem solving team, meeting the requirements of 92 NAC 51-006.01B and a listing of the members of the SAT or comparable problem solving team.

Legal Reference: 92 NAC 51-006.01B

5. Disability Verification and Eligibility

Eligibility for services will be determined by a multidisciplinary team based on the results of a comprehensive evaluation. The multidisciplinary team will identify whether a child is eligible for special education services based on the disability categories identified by Nebraska and Federal regulations. The multidisciplinary team will rule out the determinant factor is due to a lack of appropriate instruction in reading or math or due to lack of English proficiency. The team will prepare a written report documenting all evaluation findings in accordance with Federal and Nebraska requirements that will be provided to the parent, guardian, or appointed surrogate. When a child is not eligible for services, the multidisciplinary team will determine if general education interventions or strategies are needed.

Legal Reference: 92 NAC 51-006.03; 92 NAC 51-006.04B through 006.04N;

6. Individualized Education Program (IEP)

An individualized education program, or an individualized family service plan, is to be developed, reviewed, and revised for each child with a disability in accordance with 92 NAC 51-007 by teams that will include all roles identified within Federal and Nebraska rules. Any draft of an IEP that is developed will not be considered final until it is reviewed and revised based on the team, including the parent, guardian, or appointed surrogate, input, and consensus. The district will make reasonable efforts to obtain informed consent from the parent, guardian, or appointed surrogate for special education placement on the IEP form before services are initiated. Revocation of consent for services must be documented by the parent, guardian, or appointed surrogate in writing.

Legal Reference: 92 NAC 51-007

7. Least Restrictive Environment

To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are to be educated with children who are not disabled. Placement for a student with a disability will be based upon a completed IEP developed by a group of persons, including the parent, guardian, or appointed surrogate, knowledgeable about the child, the meaning of the evaluation data, and the placement options. Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment will occur only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily (the "Least

Restrictive Environment Rules”). The District will ensure that a continuum of alternative placements is available to meet the needs of children with disabilities, particularly those in disproportionate groups, for special education and related services.

Legal Reference: 92 NAC 51-008.01

8. Procedural Safeguards

Children with disabilities and their parents, guardians, or appointed surrogates shall be afforded the required procedural safeguards. Parents, guardians, and appointed surrogates will be given a copy of their procedural safeguards annually or upon initial referral or parental (parent, guardian, or appointed surrogate) request for evaluation; upon request by a parent, guardian, or appointed surrogate; upon receipt by the school district or approved cooperative of the first occurrence of the filing of a complaint under 92 NAC 51-009.11 and the first occurrence of filing a special education due process case under 92 NAC 55; and in accordance with the discipline procedures in 92 NAC 51-016.

Legal Reference: 92 NAC 51-009.01 through 009.07; 009.10 through 009.12; 009.14, 006.07

9. Disciplinary Removal of Children with Disabilities

School personnel may remove a child with a disability who violates a code of student conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension, for no more than ten (10) consecutive school days and for additional removals of not more than ten (10) consecutive school days in the same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement. If a student with a disability violates a code of student conduct, the school district will ensure that school personnel appropriately consider unique circumstances on a case-by-case basis when determining whether a change in placement, as defined in Federal and Nebraska rules, is appropriate for the student. Change of placement decisions related to disciplinary removals will be consistent with Federal and Nebraska regulations. For disciplinary changes in placement that would exceed ten (10) consecutive school days, if the behavior that gave rise to the violation of the school code is determined not to be a manifestation of the child’s disability, school personnel may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures that would be applied to children without disabilities.

Legal Reference: 92 NAC 51-016

10. Evaluation, Identification, and Reevaluation Procedures

Children with disabilities shall be evaluated, identified, and reevaluated by a team of multidisciplinary qualified professionals in accordance with 92 NAC 51-006. The MDT of a child suspected of having a specific learning disability shall include the additional requirements in accordance with 92 NAC 51-006.04K. The District will make reasonable efforts to obtain written permission for evaluation in accordance with Federal and Nebraska rules. Revocation for consent for evaluation must be documented by the parent, guardian, or appointed surrogate in writing.

The documented results of the evaluation will be provided to parent, guardian, or appointed surrogate and included in student files. All evaluation components will be at district expense. The District will utilize a variety of assessment instruments to ensure district teams have access to appropriate measures to complete evaluations. The district will follow any publisher guidelines for assessments and will not use outdated or culturally inappropriate tools.

The District will respond to a request for an Independent Educational Evaluation without unnecessary delay. The parent, guardian, or appointed surrogate will be given written notice of the District's decision to either move forward with the Independent Educational Evaluation or to initiate a hearing to determine the appropriateness of the evaluation. If the District agrees to move forward with the evaluation, locations of any evaluator shall be within a reasonable distance of the District. A reasonable distance means within 100 miles of the school building the child attends and within Nebraska. In the event this geographic area restriction would prevent a parent, guardian, or appointed surrogate from obtaining an Independent Educational Evaluation, the location of the evaluator may be outside the specified geographic area but must be within Nebraska. The District will provide the parent, guardian, or appointed surrogate with a list of qualified agencies/evaluators within the geographic area. The evaluators are to have their rates approved by the Nebraska Department of Education to be authorized to conduct the evaluation.

Legal Reference: 92 NAC 51-006

11. Confidentiality of Personally Identifiable Information

A system of safeguards will be implemented to protect the confidentiality of student records and information in accordance with law.

Legal Reference: 92 NAC 51-003.16, 003.20, 009.03 through 009.03M3

12. Transition of Children from Part C to Preschool Programs

Children participating in early intervention programs under Part C of the IDEA (early intervention services) will be appropriately evaluated, identified, and have services under Part B of the IDEA by age 3 in a manner consistent with 92 NAC 52-008. Children receiving early intervention services under Part C of the IDEA may continue to receive Part C services, upon parental consent, until the August 31st following the child's third birthday. The District will participate in transition planning conferences arranged by the designated lead agency.

Legal Reference: 92 NAC 52-008

13. Children in Nonpublic Schools

To the extent consistent with the number and location of children with disabilities in the District who are enrolled by their parents, guardians, or appointed surrogates in nonpublic elementary and secondary schools in the District, provision will be made for the participation of those children in the programs assisted or carried out under Part B of the IDEA (services for school-aged children) by providing them with special education and related services.

Legal Reference: 92 NAC 51-012.08 and 015

14. Personnel Standards and Personnel Development

Personnel providing special education or related services to children with disabilities shall be appropriately and adequately prepared and trained in accordance with IDEA requirements and the District will take measurable steps to recruit, hire, train and retain personnel meeting the requirements of IDEA to provide such services.

Legal Reference: 92 NAC 51-010

15. Participation in and Reporting of State and District Wide Assessments

All children with disabilities shall be included in all general state and district wide assessment programs, including assessments described under section 612(a)(16)(A) of the IDEA with

appropriate accommodations and alternate assessments where necessary and as indicated in their respective individualized education programs. The District will make available to the Nebraska Department of Education the information necessary to carry out its duties relating to the reporting of children with disabilities participation in assessments.

Legal Reference: 92 NAC 51-004.05

16. Suspension and Expulsion Rates

The District will examine data, including data disaggregated by race/ethnicity, gender, LEP status, and disability category, to determine if significant discrepancies are occurring in the rate of long-term suspensions and expulsions of children with disabilities.

Legal Reference: 92 NAC 51-004.06E

17. Access to Instructional Materials

As part of any printed instructional materials adoption process, procurement contract, or other practice or instrument used for purchase of printed instructional materials, the District will enter into a written contract with the publisher of the printed instructional materials to:

- A. Require the publisher to prepare and, on or before delivery of the print instructional materials, provide to the National Instructional Material Access Center, electronic files containing the contents of the printed instructional materials using the National Instructional Materials Accessibility Standard, or
- B. Purchase instructional materials from the publisher that are produced in, or may be rendered in specialized formats.

Legal Reference: 92 NAC 51-004.15

18. Over-Identification and Disproportionality

Procedures shall be in place to ensure that testing and evaluation materials and procedures utilized for the evaluation and placement of children with disabilities will be selected and administered so as not to be racially or culturally discriminatory. Such materials or procedures shall be provided and administered in the child's native language or mode of communication, unless it is clearly not feasible to do so, and no single procedure shall be the sole criterion for determining an appropriate educational program for a child. All District special education provisions will be equitably available to all children regardless of race, ethnicity, language, location, transience, income level, and access to medical care.

Legal Reference: 92 NAC 51-006.02C

19. Prohibition on Mandatory Medication

Children shall not be required to obtain a prescription for a controlled substance as a condition of attending school, receiving an evaluation to determine whether a child has a disability or the nature and extent of special education and related services the child needs, or receiving special education services.

Legal Reference: 92 NAC 51-004.11D; 21 U.S.C. §812(c)

20. Transportation

Transportation will be provided for children with disabilities who are eligible for transportation and residents of the school district as required by law to access academic, related services, and nonacademic services and activities as determined by the child's IEP. Except when a parent is

transporting only his or her child, the District shall require that the driver and vehicle meet the standards required by 92 NAC 91 and 92.

Legal Reference: 92 NAC 51-014.01 through 014.02

21. Surrogates

A surrogate will be appointed, and other action taken to ensure the rights of children with a disability as required by law. The surrogate may represent the child in all matters related to the identification, evaluation, and educational placement of a child and the provision of a free appropriate public education to the child.

Legal Reference: 92 NAC 51-009.10

22. Early Intervention Services – Consent

When a parent refuses to provide consent under 92 NAC 52, a meeting will be held or offered to explain to the parents how their failure to consent affects the ability of their child to receive services under 92 NAC 52.

Legal Reference: 92 NAC 52

Legal Reference: 34 CFR Parts 300, 303 and 304
Neb. Rev. Stat. Sec. 79-1110 to 79-1167
92 NAC 51, 52 and 55

Date of Adoption: [Insert Date]

Internal Board Policies - Methods of Operation

Agenda Construction and Control

- A. Written meeting agendas will be prepared by the Superintendent in collaboration with the President of the Board of Education. Any Board member may submit agenda items to be placed on the agenda by the Superintendent and the Board President.
- Control of the agenda is the responsibility of the Board President. Agenda items shall set forth the matter to be discussed at that agenda item. An agenda, kept continuously current, shall be readily available for public inspection on the District's website and at the office of the Superintendent of Schools of the Wauneta-Palisade School District during normal business hours. Except for items of an emergency nature, the agenda shall not be altered later than 24 hours before the scheduled commencement of the meeting. The School Board shall have the right to modify the agenda to include items of an emergency nature only by action taken at the public meeting at which the item is to be considered. Agenda items shall be sufficiently specific to advise the public of the issues to be discussed under that agenda item.

Legal Reference: Neb. Rev. Stat. Sec. 84-1411

Date of Adoption: [Insert Date]

Internal Board Policies - Methods of OperationPublic Participation at Board MeetingsA. Attend

Members of the public shall be permitted to attend and to speak at board meetings. They will not be required to identify themselves as a condition for admission to the meeting.

The Board may allow advisors, consultants, and other persons who are not Board members to appear at the meeting via telephone or other similar means.

The chair has the authority to assure that people conduct themselves in an orderly manner at the meeting. Undue interruption or other interference with the orderly conduct of business will not be allowed. The chair may order persons who are disorderly to be removed from the meeting.

Legal Reference:	Sections 79-570; 79-571; Sec. 84-1411 (3) and (6); Sec. 84-1412 (1) and (3)
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B. Hear

The board will, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting.

Legal Reference:	Sec. 84-1412 (7)
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C. Record

Members of the public may use recording devices (tape recorder, video camera, etc.) to record any part of a meeting of a public body, except for closed sessions. No recording, other than note taking, shall be done without informing the President in advance. The President shall control the placement of the recording device so the device does not obstruct the view of Board members or other members of the public attending the meeting and does not otherwise interfere with the meeting.

Legal Reference:	Sec. 84-1412 (1)
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D. Access to Written Materials

At least one copy of all reproducible written material to be discussed at an open meeting will be made available at the meeting for examination and copying by members of the public.

Legal Reference:	Sec. 84-1412 (8)
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E. Speak

Members of the public will be permitted to speak at Board meetings at which a public forum is on the Agenda. Members of the public may also speak when invited to make a presentation or when recognized by the chair. The Board is not required to allow members of the public to speak at each meeting. However, the Board will not forbid public participation at all meetings.

Members of the public will not be required to have their name be placed on the agenda prior to the meeting in order to speak about items on the agenda.

Any member of the public desiring to address the body shall be required to identify himself or herself, including an address and the name of any organization represented by such person, unless the address requirement is waived to protect the security of the individual.

The President or chair for the meeting shall have the authority to establish reasonable time limits for individual speakers and for the duration of public forum sessions.

Speakers will be permitted to address the Board consistent with free speech rights. However, offensive language, defamatory remarks, and hostile conduct will not be tolerated. Further, charges or complaints against a school employee shall not be made for the first time at a public Board meeting without having followed the school's complaint procedure.

Legal Reference: Neb. Rev. Stat. 84-1412

Date of Adoption: [Insert Date]

Bylaws of the Board - MeetingsMinutes

The Board of Education shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed. The resignation of a Board member or any other circumstance that results in a vacancy in office shall be made a part of the minutes.

The minutes shall be prepared by the secretary immediately following the meeting, shall be written, shall be available on the District's website and for inspection by the public and for distribution to the members of the Board within ten (10) working days, or prior to the next convened meeting, whichever occurs earlier, and shall be a part of the agenda for the next regular meeting at which time they shall be corrected, if necessary, and approved.

The minutes shall be kept in the office of the superintendent and shall be public records and open to public inspection during normal business hours. The minutes shall also be available on the District's website for at least six (6) months.

Legal Reference: Neb. Rev. Stat. Sections 79-555; 79-570; and 79-577
Neb. Rev. Stat. Sections 84-1408 to 1414

Date of Adoption: [Insert Date]