

Lewiston Consolidated School Board of  
Education  
Thursday, June 11, 2026 7:30 PM Central

Lewiston Consolidated Schools Library  
306 West Tiger Avenue  
Lewiston, NE 68380-0074

Rae Bredemeier: Present  
Sharon Mencl: Present  
Aaron Rule: Present  
Linda Searcey: Present  
Julie Stake: Present  
Tyler Wehrbein: Present  
Present: 6.

1. Opening Procedures

1.1. Call Meeting to Order

1.2. Roll Call

1.3. Acknowledge Meeting Notice

1.4. Pledge of Allegiance

1.5. Welcome Visitors

1.6. Approval of Agenda

Moved by Tyler Wehrbein and seconded by Rae Bredemeier "To approve the agenda as presented." Those voting in favor of said motion: . Those opposed: none. Motion passed, Carried

Rae Bredemeier: Yea, Sharon Mencl: Yea, Aaron Rule: Yea, Linda Searcey: Yea, Julie Stake: Yea, Tyler Wehrbein: Yea

Yea: 6, Nay: 0

1.7. Public Comment

1.8. Approval of Minutes

Moved by Julie Stake and seconded by Linda Searcey "Motion to approve the June 9, 2026 as presented and May 14, 2026 Regular Board of Education minutes with alterations made to the time of meeting." Those voting in favor of said motion: . Those opposed: none. Motion passed, Carried

Rae Bredemeier: Yea, Sharon Mencl: Yea, Aaron Rule: Yea, Linda Searcey: Yea, Julie Stake: Yea, Tyler Wehrbein: Yea

Yea: 6, Nay: 0

1.9. Claims and Accounts

Moved by Rae Bredemeier and seconded by Sharon Mencl "Motion to approve the Consolidated Claims." Those voting in favor of said motion: . Those opposed: none. Motion passed, Carried

Rae Bredemeier: Yea, Sharon Mencl: Yea, Aaron Rule: Yea, Linda Searcey: Yea, Julie Stake: Yea, Tyler Wehrbein: Yea

Yea: 6, Nay: 0

1.10. Financial Report

Moved by Rae Bredemeier and seconded by Linda Searcey "Motion to approve the Financial Report." Those voting in favor of said motion: . Those opposed:

none. Motion passed, Carried

Rae Bredemeier: Yea, Sharon Mencl: Yea, Aaron Rule: Yea, Linda Searcey: Yea,  
Julie Stake: Yea, Tyler Wehrbein: Yea

Yea: 6, Nay: 0

2. Reports

2.1. Principal Report

2.2. Special Education Report

2.3. Committee Reports

2.3.1. Negotiations Committee

2.3.2. Policy Committee

2.3.3. Buildings/Grounds/Technology Committee

2.3.4. Finance Committee

2.3.5. Americanism Committee

2.3.6. Transportation Committee

2.4. Strategic Plan Report

2.5. Superintendent's Report

3. Business

3.1. Non- Action Items

3.1.1. National FFA Convention

4. Action Items

4.1. Resolution Adoption

Moved by Rae Bredemeier and seconded by Linda Searcey "Motion to approve the resolution presented by Northland Securities not to exceed \$1,080,000.00." Those voting in favor of said motion: . Those opposed: none. Motion passed, Carried

Rae Bredemeier: Yea, Sharon Mencl: Yea, Aaron Rule: Yea, Linda Searcey: Yea,  
Julie Stake: Yea, Tyler Wehrbein: Yea

Yea: 6, Nay: 0

4.2. Consider and possibly take action to extend Series 2023 Lease Purchases.

Consider and possibly take action to extend Series 2023 Lease Purchases. No action was taken.

4.3. Discuss and consider adopting the Resolution of the Board of Education To Increase Base Growth Percentage to Determine Its Property Tax Request Authority

Moved by Aaron Rule and seconded by Rae Bredemeier "Motion to have a special meeting to discuss the Increase Base Growth Percentage To Determine the Property Tax Request Authority." Those voting in favor of said motion: . Those opposed: none. Motion passed, Carried

Rae Bredemeier: Yea, Sharon Mencl: Yea, Aaron Rule: Yea, Linda Searcey: Yea,  
Julie Stake: Yea, Tyler Wehrbein: Yea

Yea: 6, Nay: 0

4.4. Adoption of enVision + K-6 Math Curriculum

Moved by Julie Stake and seconded by Linda Searcey "Motion to approve the purchase of enVision + K-6 Math Curriculum not to exceed \$55,000." Those voting in favor of said motion: . Those opposed: none. Motion passed, Carried

Rae Bredemeier: Yea, Sharon Mencl: Yea, Aaron Rule: Yea, Linda Searcey: Yea,  
Julie Stake: Yea, Tyler Wehrbein: Yea  
Yea: 6, Nay: 0

4.5. Purchase of Student, Teacher, workbooks for FCS classes.

Motion to purchase textbooks for FCS classes not to exceed \$7000.00. We will  
table until the next regular meeting.

4.6. Consideration and possible action to approve Policy 5057

Moved by Tyler Wehrbein and seconded by Julie Stake "Motion to approve  
Policy 5057 Parental Involvement In the Title I Program." Those voting in favor  
of said motion: . Those opposed: none. Motion passed, Carried

Rae Bredemeier: Yea, Sharon Mencl: Yea, Aaron Rule: Yea, Linda Searcey: Yea,  
Julie Stake: Yea, Tyler Wehrbein: Yea  
Yea: 6, Nay: 0

4.7. Consideration and possible action to approve Policy 5052.

Moved by Tyler Wehrbein and seconded by Rae Bredemeier "Motion to approve  
Policy 5052." Those voting in favor of said motion: . Those opposed: none.  
Motion passed, Carried

Rae Bredemeier: Yea, Sharon Mencl: Yea, Aaron Rule: Yea, Linda Searcey: Yea,  
Julie Stake: Yea, Tyler Wehrbein: Yea  
Yea: 6, Nay: 0

4.8. Required Policy Adoptions per Legal Counsel

Moved by Rae Bredemeier and seconded by Julie Stake "Motion to adopt Policy  
3061 ACH Originator and Policy 6046 Right to Access to School Library." Those  
voting in favor of said motion: . Those opposed: none. Motion passed, Carried

Rae Bredemeier: Yea, Sharon Mencl: Yea, Aaron Rule: Yea, Linda Searcey: Yea,  
Julie Stake: Yea, Tyler Wehrbein: Yea  
Yea: 6, Nay: 0

4.9. Required Policy Revisions per Legal Counsel

Moved by Tyler Wehrbein and seconded by Rae Bredemeier "Motion to make  
changes per KSB 3003, 3003.1, 3004.1, 3048, 3057, 4017." Those voting in favor  
of said motion: . Those opposed: none. Motion passed, Carried

Rae Bredemeier: Yea, Sharon Mencl: Yea, Aaron Rule: Yea, Linda Searcey: Yea,  
Julie Stake: Yea, Tyler Wehrbein: Yea  
Yea: 6, Nay: 0

Moved by Rae Bredemeier and seconded by Linda Searcey "Motion to make  
changes per KSB for 4019, 4065, 4056, 5035, 6038, 2008, 5001." Those voting in  
favor of said motion: . Those opposed: none. Motion passed, Carried

Rae Bredemeier: Yea, Sharon Mencl: Yea, Aaron Rule: Yea, Linda Searcey: Yea,  
Julie Stake: Yea, Tyler Wehrbein: Yea  
Yea: 6, Nay: 0

4.10. Purchase additional classroom chairs

Moved by Julie Stake and seconded by Rae Bredemeier "Motion to purchase 20  
black Hercules Series 880 lb. capacity plastic stack chair with open back." Those  
voting in favor of said motion: . Those opposed: none. Motion passed, Carried

Rae Bredemeier: Yea, Sharon Mencl: Yea, Aaron Rule: Yea, Linda Searcey: Yea,

Julie Stake: Yea, Tyler Wehrbein: Yea  
Yea: 6, Nay: 0

- 4.11. Consider and take possible action to rekey exterior doors and to replace the second grade lock with an entry lever handle to make it ADA compliant.  
Moved by Linda Searcey and seconded by Tyler Wehrbein "Motion to approve Lincoln Lock & Safe to rekey exterior doors and to replace the second grade lock with an entry lever handle to make it ADA compliant. Not to exceed \$1062.00."  
Those voting in favor of said motion: . Those opposed: none. Motion passed, Carried

Rae Bredemeier: Yea, Sharon Mencl: Yea, Aaron Rule: Yea, Linda Searcey: Yea,  
Julie Stake: Yea, Tyler Wehrbein: Yea  
Yea: 6, Nay: 0

#### 4.12. Personnel

- 4.12.1. Consider and possibly take action to approve Technology Integrator Contract

Consider and possibly take action to approve Technology Integrator Contract. This item will be tabled until the June 26th meeting.

- 4.12.2. Conduct hearing on the grievance of Catie Niedermeyer and receive legal advice concerning the same. [closed session possible]

#### 4.13. Executive Session

Executive Session was entered into at 9:21pm.  
The Board left Executive Session at 11:41pm.

#### 4.14. Executive Session Action Items

- 4.15. Authorize the Board President and Legal Counsel to prepare a board written response consistent with the board deliberation in closed session.  
Moved by Linda Searcey and seconded by Julie Stake "Motion to authorize the Board President and Legal Counsel to prepare a board written response consistent with the board deliberation in closed session." Those voting in favor of said motion: . Those opposed: none. Motion passed, Carried  
Rae Bredemeier: Yea, Sharon Mencl: Yea, Aaron Rule: Yea, Linda Searcey: Yea,  
Julie Stake: Yea, Tyler Wehrbein: Yea  
Yea: 6, Nay: 0

#### 5. Announcements

Special Board Meeting will be on Friday, June 26, 2026 at 5:30  
Next Regular Board meeting on Tuesday, July 14, 2026 at 7:30.  
Board Retreat will be on Friday, June 26, 2026 following the Special Meeting.

#### 6. Adjournment

Moved by Julie Stake and seconded by Linda Searcey "Motion to adjourn at 11:54pm." Those voting in favor of said motion: . Those opposed: none. Motion passed, Carried  
Rae Bredemeier: Yea, Sharon Mencl: Yea, Aaron Rule: Yea, Linda Searcey: Yea,  
Julie Stake: Yea, Tyler Wehrbein: Yea  
Yea: 6, Nay: 0

Lewiston Consolidated Schools  
School Board Meeting Minutes  
Thursday, May 14, 2026

A regular meeting of the District 69 Board of Education, Pawnee County, was held on Thursday, May 14, 2026 at 7:32 PM, the meeting being open to the public and proceeding in notice as required by law. Notice of this meeting was given to the President and all members of the Board and a copy of the acknowledgment of notice and the agenda is noted in the minutes. Availability of the agenda was communicated to the public in advanced notice and to the President of the Board and all Board members.

Motion to hire Carl Dietz as a consultant to help the district with Financial Planning, Support, and Training for \$15,000 a year. This motion, made by Rae Bredemeier and seconded by Sharon Mencl, Carried. Bredemeier: Yea, Mencl: Yea, Rule: Yea, Searcey: Yea, Stake: Yea, Wehrbein: Nay Yea: 5, Nay: 1

Motion to approve the consent agenda as presented, removing an invoice for Rules South 40, 1.8.2, 1.8.3, 1.8.4, 1.8.5. This motion, made by Tyler Wehrbein and seconded by Rae Bredemeier, Carried. Bredemeier: Yea, Mencl: Yea, Rule: Yea, Searcey: Yea, Stake: Yea, Wehrbein: Yea Yea: 6, Nay: 0

Motion to enter into Executive Session at 8:40. This motion, made by Rae Bredemeier and seconded by Linda Searcey, Carried. Bredemeier: Yea, Mencl: Yea, Rule: Yea, Searcey: Yea, Stake: Yea, Wehrbein: Yea Yea: 6, Nay: 0

Motion to approve the April Board Minutes including the corrected amounts \$26,175 to the ESU4 contract. This motion, made by Julie Stake and seconded by Rae Bredemeier, Carried. Bredemeier: Yea, Mencl: Yea, Rule: Yea, Searcey: Yea, Stake: Yea, Wehrbein: Yea Yea: 6, Nay: 0

Motion to approve 1.8.3 for Rule South 40 claims. This motion, made by Julie Stake and seconded by Tyler Wehrbein, Carried. Bredemeier: Yea, Mencl: Yea, Rule: Abstain (With Conflict), Searcey: Yea, Stake: Yea, Wehrbein: Yea Yea: 5, Nay: 0, Abstain (With Conflict): 1

Motion to approve the resignation of Catherine Niedermeyer as presented. This motion, made by Tyler Wehrbein and seconded by Rae Bredemeier, Carried. Bredemeier: Yea, Mencl: Yea, Rule: Yea, Searcey: Yea, Stake: Yea, Wehrbein: Yea Yea: 6, Nay: 0

Motion to table the hiring of Mitch Clements until June's meeting. This motion, made by Linda Searcey and seconded by Tyler Wehrbein, Carried. Bredemeier: Yea, Mencl: Yea, Rule: Yea, Searcey: Yea, Stake: Yea, Wehrbein: Yea Yea: 6, Nay: 0

Motion to accept Financial Report. This motion, made by Rae Bredemeier and seconded by Sharon Mencl, Carried. Bredemeier: Yea, Mencl: Yea, Rule: Yea, Searcey: Yea, Stake: Yea, Wehrbein: Yea Yea: 6, Nay: 0

Motion to approve the last day of school for staff as May 22nd with no additional make up days. This motion, made by Julie Stake and seconded by Rae Bredemeier, Carried. Bredemeier: Yea, Mencl: Yea, Rule: Yea, Searcey: Yea, Stake: Yea, Wehrbein: Nay Yea: 5, Nay: 1

Motion to adopt the Lewiston Consolidated Schools Strategic Plan for 2026-2031. This motion, made by Julie Stake and seconded by Linda Searcey, Carried. Bredemeier: Yea, Mencl: Yea, Rule: Yea, Searcey: Yea, Stake: Yea, Wehrbein: Yea Yea: 6, Nay: 0

Motion to approve extended contracts for Burriss, Wissenburg, Crowe, and Nissen. This motion, made by Linda Searcey and seconded by Julie Stake, Carried. Bredemeier: Yea, Mencl: Yea, Rule: Yea, Searcey: Yea, Stake: Yea, Wehrbein: Yea Yea: 6, Nay: 0

Motion to approve the Revision of Policy 3003.1. This motion, made by Tyler Wehrbein and seconded by Rae Bredemeier, Carried. Bredemeier: Yea, Mencl: Yea, Rule: Yea, Searcey: Yea, Stake: Yea, Wehrbein: Yea Yea: 6, Nay: 0

Motion to approve the 2026-2027 ESU 4 Special Education Services Contract with the contracted amount at \$30,825.00. This motion, made by Julie Stake and seconded by Linda Searcey, Carried. Bredemeier: Yea, Mencl: Yea, Rule: Yea, Searcey: Yea, Stake: Yea, Wehrbein: Yea Yea: 6, Nay: 0

Motion to accept Access Control Installation to secure entrances on the Front Doors, East Door(if DIODE can tie into existing electrified hardware installed on door), Ticket Booth Entrance and Weight Room Door for a total cost of\$18,239.92 from QCPUF. This motion, made by Tyler Wehrbein and seconded by Rae Bredemeier, Carried. Bredemeier: Yea, Mencl: Yea, Rule: Yea, Searcey: Yea, Stake: Nay, Wehrbein: Yea Yea: 5, Nay: 1

Motion to select option 1 as the payment method for IRS Summary of Taxpayer Contact. This motion, made by Linda Searcey and seconded by Rae Bredemeier, Carried. Bredemeier: Yea, Mencl: Yea, Rule: Yea, Searcey: Yea, Stake: Yea, Wehrbein: Yea Yea: 6, Nay: 0

Motion to authorize the superintendent to advertise the sale of the Embroidery Machine at \$7,000.00. This motion, made by Tyler Wehrbein and seconded by Rae Bredemeier, Carried. Bredemeier: Yea, Mencl: Yea, Rule: Yea, Searcey: Yea, Stake: Yea, Wehrbein: Yea Yea: 6, Nay: 0

Next Regular Board meeting on Thursday, June 11th Finance Committee meeting at 6:30 on June 11th. Buildings and Grounds Committee at 5:30 on June 11th.

Motion to adjourn at 10 :17 pm. This motion, made by Julie Stake and seconded by Rae Bredemeier, Carried. Bredemeier: Yea, Mencl: Yea, Rule: Yea, Searcey: Yea, Stake: Yea, Wehrbein: Yea Yea: 6, Nay: 0

Lewiston Consolidated Schools  
Finance Workshop Meeting Minutes  
Tuesday, June 9, 2026

A Finance Workshop of the District 69 Board of Education, Pawnee County, was held on Tuesday, June 9, 2026 at 4:01 PM, the meeting being open to the public and proceeding in notice as required by law. Notice of this meeting was given to the President and all members of the Board and a copy of the acknowledgment of notice and the agenda is noted in the minutes. Availability of the agenda was communicated to the public in advanced notice and to the President of the Board and all Board members.

Board members present were: Rae Bredemeier, Sharon Mencl, Aaron Rule, Linda Searcey, Julie Stake, Tyler Wehrbein. Also present were Dennis Schuster, Brad Stake, Juli Smith, Heather Campbell, Todd Halvorsen and Emily Bohling.

A presentation on School Budget was given by Carl Dietz. He presented historical data to the board in regard to the budget. The presentation involved past Levies, Revenue and Expenses as well as projected revenue and expenses for the next four years.

A presentation on Tax Anticipated Notes was given by Jay Spearman. He presented to the board how utilizing Tax Anticipation Notes could be beneficial to generating funds that could be accessed quickly and potentially at a lesser interest rate.,

A presentation on extending the Lease Purchase Agreement was given by Jay Spearman. He discussed with the board the benefits of potentially extending the Lease Purchase Agreement on the Press Box.

Moved by Rae Bredemeier and seconded by Linda Searcey "Motion to adjourn at 5:40." Those voting in favor of said motion: . Those opposed: none. Motion passed, Carried Bredemeier: Yea, Mencl: Yea, Rule: Yea, Searcey: Yea, Stake: Yea, Wehrbein: Yea Yea: 6, Nay: 0

|                   |                | <b>Check Listing</b>                     |                                      |               |
|-------------------|----------------|--|--------------------------------------|---------------|
| <b>Check Date</b> | <b>Check #</b> | <b>Vendor Name</b>                       | <b>Check Description</b>             | <b>Amount</b> |
| 06/04/2026        | 33969          | Arbor Ink LLC                            | Foundation Newsletters               | \$ 681.92     |
| 06/04/2026        | 33970          | Armstrong, Caitlin                       | Tuition Reimburse - C. Armstrong     | \$ 1,953.00   |
| 06/04/2026        | 33971          | BLUE CROSS BLUE SHIELD OF NEBR.          | Health Ins - Kentfield               | \$ 837.82     |
| 06/04/2026        | 33972          | Capital Business Systems, Inc.           | Copier Expense                       | \$ 1,818.26   |
| 06/04/2026        | 33973          | Character Strong                         | Social Emotional Curriculum          | \$ 2,997.00   |
| 06/04/2026        | 33974          | Chase Card Services                      | NHS Induct. & Teacher Appre          | \$ 62.62      |
| 06/04/2026        | 33974          | Chase Card Services                      | NHS Induction                        | \$ 10.72      |
| 06/04/2026        | 33974          | Chase Card Services                      | Disposable Plastic cups              | \$ 9.50       |
| 06/04/2026        | 33974          | Chase Card Services                      | Window                               | \$ 240.94     |
| 06/04/2026        | 33974          | Chase Card Services                      | SDS Binders                          | \$ 40.99      |
| 06/04/2026        | 33974          | Chase Card Services                      | Bulk Set Bud Vases - Ag              | \$ 35.99      |
| 06/04/2026        | 33974          | Chase Card Services                      | Swivel Wheels                        | \$ 62.66      |
| 06/04/2026        | 33974          | Chase Card Services                      | Nitrile Gloves & Reflective Poles    | \$ 49.99      |
| 06/04/2026        | 33974          | Chase Card Services                      | FCS Food Supplies                    | \$ 41.62      |
| 06/04/2026        | 33974          | Chase Card Services                      | Kitchen Supplies                     | \$ 144.45     |
| 06/04/2026        | 33974          | Chase Card Services                      | Screwdriver                          | \$ 8.48       |
| 06/04/2026        | 33974          | Chase Card Services                      | 3 hole punch                         | \$ 8.79       |
| 06/04/2026        | 33974          | Chase Card Services                      | NHS Membership                       | \$ 151.38     |
| 06/04/2026        | 33974          | Chase Card Services                      | FCS Food Supplies                    | \$ 66.44      |
| 06/04/2026        | 33974          | Chase Card Services                      | 5 port gigabit switch                | \$ 40.96      |
| 06/04/2026        | 33974          | Chase Card Services                      | Aluminum caps                        | \$ 14.49      |
| 06/04/2026        | 33974          | Chase Card Services                      | 2 pack Hose Backflow preventer       | \$ 9.49       |
| 06/04/2026        | 33974          | Chase Card Services                      | FCS Food Supplies                    | \$ 50.68      |
| 06/04/2026        | 33974          | Chase Card Services                      | Graduation Cords                     | \$ 27.38      |
| 06/04/2026        | 33974          | Chase Card Services                      | Graduation Medals                    | \$ 18.94      |
| 06/04/2026        | 33974          | Chase Card Services                      | All Purpose Grease                   | \$ 21.60      |
| 06/04/2026        | 33974          | Chase Card Services                      | ASD Conference Hotel Rooms           | \$ 414.28     |
| 06/04/2026        | 33974          | Chase Card Services                      | Field Day Potato Sacks               | \$ 57.90      |
| 06/04/2026        | 33974          | Chase Card Services                      | Fabric                               | \$ 48.50      |
| 06/04/2026        | 33974          | Chase Card Services                      | Water Filter Replacement             | \$ 85.88      |
| 06/04/2026        | 33974          | Chase Card Services                      | Rain Gauge                           | \$ 29.98      |
| 06/04/2026        | 33974          | Chase Card Services                      | Calculator & Register Book           | \$ 81.53      |
| 06/04/2026        | 33974          | Chase Card Services                      | Heating Element Pressbox Oven        | \$ 977.45     |
| 06/04/2026        | 33974          | Chase Card Services                      | Student Support                      | \$ 30.01      |
| 06/04/2026        | 33974          | Chase Card Services                      | Finance Charge                       | \$ 182.19     |
| 06/04/2026        | 33975          | Daktronics, Inc                          | Scoreboard Curriculum                | \$ 1,600.00   |
| 06/04/2026        | 33976          | Dietze Music Company                     | Instrument Supplies                  | \$ 109.68     |
| 06/04/2026        | 33977          | Diversified Safety & Compliance          | Bus Driver Testing Clearinghouse Fee | \$ 280.00     |
| 06/04/2026        | 33978          | ESU 4                                    | SPED Services                        | \$ 8,741.20   |
| 06/04/2026        | 33979          | ESU 5                                    | LETRS training & Mudecas Meeting     | \$ 65.00      |
| 06/04/2026        | 33980          | ESU 6                                    | LETRS workshop - Enns                | \$ 20.00      |
| 06/04/2026        | 33981          | Fiber Platform, LLC                      | Distance Ed                          | \$ 106.64     |
| 06/04/2026        | 33982          | First Concord Benefits Group, LLC        | May Fees                             | \$ 100.00     |
| 06/04/2026        | 33983          | Foundation for Educational Services      | S-Web Hosting                        | \$ 3,752.45   |
| 06/04/2026        | 33984          | Intermedia.net.Inc                       | Phone Services - acct 1693050        | \$ 102.58     |
| 06/04/2026        | 33985          | Jeanne's Distribution                    | Lighting                             | \$ 375.00     |
| 06/05/2026        | 34009          | John Sanders                             | Spraying Weeds                       | \$ 350.00     |
| 06/04/2026        | 33986          | Johnson County Hospital                  | Therapy Services                     | \$ 2,615.02   |
| 06/04/2026        | 33987          | KSB School Law                           | Services                             | \$ 4,757.50   |
| 06/04/2026        | 33988          | Lewiston Village                         | Water & Sewer                        | \$ 1,000.22   |
| 06/04/2026        | 33989          | Matheson Tri Gas, Inc                    | Welding Supplies                     | \$ 264.32     |
| 06/04/2026        | 33990          | Nebraska Agricultural Education Associat | 26-27 Professional Fees              | \$ 275.00     |
| 06/04/2026        | 33991          | Nebraska FFA State Association           | Horse Judging Registration           | \$ 70.00      |
| 06/04/2026        | 33992          | Nebraska Public Power District           | Electricity                          | \$ 1,740.12   |
| 06/04/2026        | 33993          | Old Dirt Designs                         | Field Day Shirts                     | \$ 1,468.00   |
| 06/04/2026        | 33994          | OnToCollege                              | ACT Prep Online                      | \$ 2,973.46   |
| 06/04/2026        | 33995          | Pawnee Co Rural Water District #1        | Football Field - Water               | \$ 373.50     |

|            |       |  |                                 |                     |
|------------|-------|--|---------------------------------|---------------------|
| 06/04/2026 | 33996 | Pawnee Republican                      | May 2026 Board Minutes          | \$ 83.63            |
| 06/04/2026 | 33997 | Renaissance                            | Fastbridge Subscription         | \$ 8,767.00         |
| 06/04/2026 | 6597  | Rinne, Mark                            | Custodial Services              | \$ 4,541.34         |
| 06/04/2026 | 33998 | Rules South 40 Auto Repair             | 14 & '20 Int Bus Service        | \$ 1,275.00         |
| 06/04/2026 | 33999 | Russ's Market                          | Kitchen Supplies                | \$ 23.32            |
| 06/04/2026 | 34000 | Security Services                      | Annual Monitoring - Fire Alarm  | \$ 468.00           |
| 06/04/2026 | 34001 | Sherwin Williams Co.                   | Paint                           | \$ 231.46           |
| 06/04/2026 | 34002 | Software Unlimited, Inc.               | Report Writer License           | \$ 2,671.45         |
| 06/04/2026 | 34003 | Time Management Systems, Inc           | Time & Attendance               | \$ 175.84           |
| 06/04/2026 | 34004 | U.S. Cellular                          | Services                        | \$ 87.58            |
| 06/04/2026 | 34005 | US Bank Corporate Payment Systems      | Supplies                        | \$ 239.06           |
| 06/04/2026 | 34006 | Westside Community Schools             | K. Peck Services                | \$ 9,412.36         |
| 06/04/2026 | 34007 | Whitmore, Tiffany                      | Tuition Reimburse - T. Whitmore | \$ 2,616.00         |
| 06/04/2026 | 34008 | Your Corner Children's Speech and Lang | Speech Servcies                 | \$ 8,257.75         |
|            |       |  | <b>Total General Fund</b>       | <b>\$ 81,303.31</b> |
|            |       |  |                                 |                     |
|            |       |  |                                 |                     |
|            |       |  |                                 |                     |
|            |       | <b>Additional Chase Card Expenses</b>  | <b>Paid by Activity Fund</b>    |                     |
| 5/20/2026  | 21233 | Chase Card Services                    | Prom Supplies                   | \$ 39.98            |
| 5/20/2026  | 21233 | Chase Card Services                    | Prom Decorations                | \$ 181.98           |
| 5/29/2026  | 21227 | Chase Card Services                    | Wayne State dining hall         | \$ 266.75           |
| 5/29/2026  | 21227 | Chase Card Services                    | Costco Drinks                   | \$ 85.33            |
| 5/29/2026  | 21227 | Chase Card Services                    | CAG-Walmart Snacks for Wayn CV  | \$ 205.40           |
| 5/29/2026  | 21227 | Chase Card Services                    | FFA/NHS Honor Cords             | \$ 40.07            |



## ACCOUNT ACTIVITY

| Date of Transaction | Merchant Name or Transaction Description  | \$ Amount |
|---------------------|---|-----------|
| 04/13               | Payment ThankYou Image Check  | -2,021.40 |
| 04/26               | Payment ThankYou Image Check  | -5,375.87 |
| 05/07               | PURCHASE INTEREST CHARGE<br>RICK KENTFIELD<br>TRANSACTIONS THIS CYCLE (CARD 6456) \$7215.08-<br>INCLUDING PAYMENTS RECEIVED | 182.19    |
| 04/09               | Amazon.com*BC9Y58MK0 Amzn.com/bill WA   | 30.01     |
| 04/09               | AMAZON MKTPL*BC73V0111 Amzn.com/bill WA   | 27.38     |
| 04/09               | CROWN AWARDS INC 800-227-1557 NY  | 18.94     |
| 04/23               | NASSP Product & Service 703-8600200 VA  | 151.38    |
| 04/28               | WAL-MART #2432 LINCOLN NE   | 10.72     |
| 04/28               | SAMS CLUB #4873 LINCOLN NE<br>JULIE SMITH<br>TRANSACTIONS THIS CYCLE (CARD 1685) \$301.05                                   | 62.62     |
| 04/07               | AMAZON MKTPL*BC3PL7390 Amzn.com/bill WA   | 14.49     |
| 04/07               | AMAZON MKTPL*B75I29UV2 Amzn.com/bill WA   | 9.49      |
| 04/11               | AMAZON MKTPL*BC63P7780 Amzn.com/bill WA   | 49.99     |
| 04/13               | AMAZON MKTPL*B71R29XF1 Amzn.com/bill WA   | 85.88     |
| 04/15               | AMAZON MKTPL*B78ZF0A60 Amzn.com/bill WA   | 21.60     |
| 04/14               | AMAZON MKTPL*BY2L67WF2 Amzn.com/bill WA   | 29.98     |
| 04/15               | REPLACEMENT PART INC 717-303-3331 PA  | 977.45    |
| 04/16               | SP TRUDOOR TRUDOOR.COM AZ   | 240.94    |
| 04/20               | Amazon.com*BS2MK0922 Amzn.com/bill WA   | 40.96     |
| 04/28               | AMAZON MKTPL*BS6W701H0 Amzn.com/bill WA   | 40.99     |
| 04/28               | AMAZON MKTPL*BV6P13OR2 Amzn.com/bill WA   | 62.66     |
| 05/01               | Amazon.com*BS5L42JE0 Amzn.com/bill WA   | 8.48      |
| 05/01               | Amazon.com*BV3Y52MT2 Amzn.com/bill WA<br>JOE COX<br>TRANSACTIONS THIS CYCLE (CARD 7984) \$1591.70                           | 8.79      |
| 04/10               | AMAZON MKTPL*B793O1CJ1 Amzn.com/bill WA   | 39.98     |
| 04/10               | AMAZON MKTPL*B73KF6OD1 Amzn.com/bill WA   | 181.98    |
| 04/13               | AMAZON MKTPL*B789H4ZE0 Amzn.com/bill WA   | 57.90     |
| 04/16               | AMAZON MKTPL*BS5014AR2 Amzn.com/bill WA   | 81.53     |
| 04/23               | AMAZON MKTPL*BY7MN0BF0 Amzn.com/bill WA   | 40.07     |
| 04/26               | COSTCO WHSE#1285 LINCOLN NE   | 85.33     |
| 04/27               | WALMART.COM 800-925-6278 AR   | 205.40    |
| 04/28               | WAYNE STATE COLLEGE IN-PE WAYNE NE  | 266.75    |
| 04/30               | Amazon.com*BS5QR4SQ0 Amzn.com/bill WA<br>CHUCK HUMPHREY<br>TRANSACTIONS THIS CYCLE (CARD 2005) \$968.44                     | 9.50      |
| 04/07               | WALMART.COM 800-925-6278 AR   | 50.68     |
| 04/12               | AMAZON MKTPL*BC6LI89W0 Amzn.com/bill WA   | 48.50     |
| 04/10               | HOLIDAY INN EXPRESS 3082318100 NE   | 414.28    |
| 04/20               | WALMART.COM 800-925-6278 AR   | 66.44     |
| 04/28               | AMAZON MKTPL*BS1A17IE1 Amzn.com/bill WA   | 35.99     |
| 05/04               | WALMART.COM 800-925-6278 AR   | 41.62     |
| 05/05               | AMAZON MKTPL*BJ0JJ9HQ0 Amzn.com/bill WA<br>EMILY BOHLING<br>TRANSACTIONS THIS CYCLE (CARD 7578) \$801.96                    | 144.45    |

| 2026 Totals Year-to-Date       |            |
|--------------------------------|------------|
| Total fees charged in 2026     | \$0.00     |
| Total interest charged in 2026 | \$1,006.24 |

Year-to-date totals do not reflect any fee or interest refunds you may have received.

## INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

| Balance Type     | Annual Percentage Rate (APR) | Balance Subject To Interest Rate | Interest Charges |
|------------------|------------------------------|----------------------------------|------------------|
| <b>PURCHASES</b> |                              |                                  |                  |
| Purchases        | 13.74%(v)(d)                 | \$16,134.38                      | \$182.19         |

# RECEIPT

**Replacment Part Inc**  
**DBA Imperial-Parts.com**

**Date:** 04-15-2026 11:06 AM  
**Order id:** #25643  
**Order status:** Processed  
**Payment method:**  
AuthorizeNet (AuthorizeNet - SIM)  
**Delivery method:**  
FedEx Ground (R)

**Replacement Parts**  
4396 Chambers Hill Rd, Harrisburg  
17111, Pennsylvania  
United States  
CALL US: 800 465 6060  
Fax: 717-409-6621  
Email: orders@replacement-part.com

**Email:** jcox@lewistonschool.net

## Billing address

**First name:** Joseph  
**Last name:** Cox  
**Address:** 306 Tiger Ave.  
**City:** Lewiston  
**State:** Nebraska  
**Country:** United States  
**Zip/Postal code:** 68380  
**Phone:**  
**Fax:**

## Shipping address

**First name:** Joseph  
**Last name:** Cox  
**Address:** 306 Tiger Ave.  
**City:** Lewiston  
**State:** Nebraska  
**Country:** United States  
**Zip/Postal code:** 68380  
**Phone:**  
**Fax:**

## Payment details

--- Advanced info ---

Reason: Approved: This transaction has been approved. (AuthCode: 04061G) (TransID: 81569148045)  
AVS info: The street address and the first 5 digits of the ZIP code match perfectly

## Products ordered

| Part no | Product                              | Item price | Quantity | Total    |
|---------|--------------------------------------|------------|----------|----------|
| 296197  | IR-E 208V HEATING ELEMENTS FOR OVENS | \$942.15   | 1        | \$942.15 |

**Subtotal:** \$942.15

**Shipping cost:** \$35.30

**Total: \$977.45**

Thank you for your purchase!

2 nights stay

359.10 USD

Taxes

55.16 USD

**\*Total charges**

**414.26 USD**

*Merwin + Nickels*

[Modify or cancel reservation](#)

**Cancellation Policy:** Canceling your reservation before 6:00 PM (local hotel time) on Tuesday, 7 April, 2026 will result in no charge. Canceling your reservation after 6:00 PM (local hotel time) on 7 April, 2026, or failing to show, will result in a charge equal to the first night's stay per room to your credit card or other guaranteed payment method. Taxes may apply. Failing to call or show before check-out time after the first night of a reservation will result in cancellation of the remainder of your reservation.



Estimated points to be earned

**3,591**

[View your account](#)

## Complete your trip



### Manage stay preferences

Room on higher floor, extra pillows...

[Set preferences](#)



### Pet policy

Sorry Hunters and Pet lovers, No Pets Allowed. Please inquire at the Front Desk for a listing of local kennels.



### Tours & Activities

Book a tour, restaurant and more

[View activities](#)

*01 1200 580 001*

*414.26*

*ASD Conference  
Hotel Rooms*

## May 2026 Expenses

| <b>Lunch Fund</b> |                 |                    |
|-------------------|-----------------|--------------------|
| Bank Card         | Monthly fee     | 190.51             |
| Cash-wa           | food            | \$2,859.00         |
| Hiland Dairy      | milk            | \$1,445.29         |
| Sysco             | food            | \$4,427.17         |
| Shawna Brethouwer | Student Reimbur | \$2,698.60         |
|                   |                 | <b>\$11,430.06</b> |

| <b>Activity Fund</b>        |   |            |
|-----------------------------|---|------------|
| Nebraska Pioneer Conference | HS Track Meet                                       | \$2,680.00 |
| Troyal Burris               | FFA Banquet Meal                                    | \$1,080.00 |
| Chase Credit Card           | College Access- Wayne State Dining Hall             | \$266.75   |
| Chase Credit Card           | College Access- Costco Drinks                       | \$85.33    |
| Chase Credit Card           | Bomgaars- Track (Rub, water & grill pellets)        | \$62.49    |
| Chase Credit Card           | Honors Graduation- Red Cords                        | \$18.00    |
| Chase Credit Card           | College Access -snacks for Wayne College Trip       | \$205.40   |
| Chase Credit Card           | FFA/ National Honor Society Cords                   | \$40.07    |
| Chris Erickson              | FB Official Assigner 2026 Season                    | \$200.00   |
| Concordia University        | Scholarships for Ayden Hunzeker                     | \$150.00   |
| Diller Odell                | JH Track Entry                                      | \$100.00   |
| Elmwood Murdock             | Golf Meet   | \$125.00   |
| FCSH                        | District Track                                      | \$100.00   |
| FCSH                        | JH Track Entry                                      | \$75.00    |
| Freeman                     | HS Track Entry                                      | \$180.00   |
| Grand Island Lutheran High  | District Golf Meet                                  | \$125.00   |
| Hidden Acres                | Golf Membership                                     | \$1,070.00 |
| HTRS                        | JH Track Entry                                      | \$75.00    |
| JCC                         | Golf Meet   | \$110.00   |
| Lourdes                     | Track Entry   | \$180.00   |
| Lisa McKee                  | College Access- Fuel for College Visit              | \$73.09    |
| Old Dirt Designs            | Class 2027 Prom Glasses/Koozies                     | \$560.00   |
| Palmyra                     | Golf Meet   | \$125.00   |
| Pawnee City                 | JH Track Entry                                      | \$135.00   |
| Ricky's Catering            | Activity Banquet Meal                               | \$1,700.00 |
| Russ's Market               | Pork Butts for Pioneer Track Coaches                | \$151.89   |
| Sam's Club                  | Class 2027 Concessions                              | \$2,977.77 |
| Sam's Club                  | Elem. Field Day - Water & Snacks                    | \$54.80    |
| Sam's Club                  | Class 2027 Prom deserts & soda bar                  | \$470.12   |
| Sam's Club                  | Totes- Prom/ General Activites                      | \$173.01   |
| Sam's Club                  | 2027/Student Need- Comfort Closet Feminine Products | \$108.03   |
| Sam's Club                  | Interest/Late Fee                                   | \$158.90   |
| Sam's Club                  | JOE- Shop towels & tide pods                        | \$63.96    |
| Southeast Community College | Scholarships for Taven Borcher                      | \$100.00   |
| Southeast Community College | Scholarship for Rylee Smith                         | \$300.00   |
| Sunrise Bakery              | Donuts for track coaches/ concessions               | \$274.24   |
| Sysco                       | Concessions   | \$455.59   |

## May 2026 Expenses

|                     |   |             |
|---------------------|---|-------------|
| University of Omaha | Scholarship for Lillian Sisco             | \$50.00     |
| USBank              | College Access- Walmart                   | \$212.99    |
| USBank              | Class 2027 Prom Décor                     | \$228.96    |
| USBank              | State Track- Team meal                    | \$124.91    |
| USBank              | Chick fil A- State Track Coach            | \$37.20     |
| USBank              | TPT (teacher pay teacher) NHS Certificate | \$3.17      |
| USBank              | College Access- Senior gifts              | \$219.26    |
| USBank              | College Access- Filley Bar                | \$100.74    |
| USBank              | Big 10 sports Bar- no receipt             | \$48.40     |
| USBank              | Bomgaars- oops! Paid on both cards        | \$62.49     |
|                     |   | \$15,897.56 |

**Revenue Summary Report - May's Revenue**

| <u>Account Number</u> | <u>Description</u>                        | <u>Month</u>      | <u>Last Year</u>    | <u>To Date</u>      | <u>YTD Last Year</u> |
|-----------------------|---|-------------------|---------------------|---------------------|----------------------|
| 01 1100               | Property Taxes                            | 354,615.05        | 378,597.57          | 1,376,453.62        | 1,643,753.17         |
| 01 1125               | Motor Vehicle Taxes                       | 8,899.76          | 8,038.03            | 80,132.15           | 79,560.24            |
| 01 1510               | Interest On Investments                   | 0.00              | 3.03                | 6,706.23            | 7,557.64             |
| 01 1911               | Local License Fees                        | 0.00              | 7.36                | 195.79              | 7.36                 |
| 01 2110               | County Fines & License Fees               | 677.31            | 411.88              | 2,761.29            | 2,313.02             |
| 01 2130               | Other County Receipts                     | 0.00              | 0.00                | 56.87               | 12.00                |
| 01 2210               | ESU Receipts                              | 0.00              | 0.00                | 6,251.26            | 6,249.00             |
| 01 3110               | State Aid                                 | 59,157.00         | 67,246.00           | 532,413.00          | 605,214.00           |
| 01 3120               | Special Education                         | 32,553.00         | 0.00                | 208,360.00          | 177,483.00           |
| 01 3130               | Homestead Exemption                       | 2,789.81          | 3,433.54            | 8,369.43            | 10,300.62            |
| 01 3131               | Relief To Taxpayers                       | 491,155.62        | 532,033.71          | 984,523.52          | 1,064,067.42         |
| 01 3180               | Pro Rate Motor Vehicles                   | 0.00              | 270.03              | 2,209.19            | 5,279.48             |
| 01 3400               | State Apportionment                       | 409.89            | 307.47              | 38,270.39           | 57,469.23            |
| 01 3535               | Payments/high Ability Learner             | 0.00              | 0.00                | 3,574.00            | 3,583.00             |
| 01 3990               | Other State Receipts                      | 0.00              | 24,440.23           | 0.00                | 25,527.23            |
| 01 4105               | UNIVERSAL SERVICE FUND (E-RATE)           | 0.00              | 0.00                | 0.00                | 10,104.00            |
| 01 4310               | R E A P Grant                             | 0.00              | 0.00                | 37,184.00           | 32,101.00            |
| 01 4416               | IDEA Part C Planning Regina Team (PRT)    | 0.00              | 0.00                | 0.00                | 1,534.38             |
| 01 4505               | Fiscal Year Funds-title I                 | 0.00              | 0.00                | 0.00                | 41,053.00            |
| 01 4516               | IDEA BASE AGE 3-5                         | 0.00              | 0.00                | 2,169.00            | 0.00                 |
| 01 4518               | IDEA Part B (611) Base & Enrollmt Poverty | 0.00              | 0.00                | 95,478.00           | 44,043.00            |
| 01 4525               | Voc-Ed-fed-Share                          | 0.00              | 0.00                | 0.00                | 300.00               |
| 01 4708               | Medicaid in Public Schools                | 1,078.42          | 0.00                | 3,407.76            | 958.65               |
| 01 4709               | Medicaid                                  | 0.00              | 0.00                | 393.51              | 1,647.80             |
| 01 4969               | Title IV-A                                | 0.00              | 0.00                | 0.00                | 10,000.00            |
| 01 4998               | ESSER III                                 | 0.00              | 0.00                | 0.00                | 148,052.00           |
| 01 5600               | Other Non-revenue Receipt                 | 0.00              | 0.00                | 364.00              | 240.88               |
| 01 5690               | OTHER NON-REVENUE RECEIPTS                | 2,242.35          | 1,379.21            | 53,587.16           | 56,713.86            |
| 01 6301               | CLSD Grant                                | 0.00              | 0.00                | 43,227.00           | 6,044.02             |
|                       |   | <b>953,578.21</b> | <b>1,016,168.06</b> | <b>3,546,087.17</b> | <b>4,041,169.00</b>  |

| <b>BUILDING FUND</b>     |                             | <b>Month</b>      | <b>Last Yr</b>    | <b>YTD</b>        | <b>YTD Last Year</b> | <b>Comments</b> |
|--------------------------|-----------------------------|-------------------|-------------------|-------------------|----------------------|-----------------|
|                          | <b>BEGINNING BALANCE</b>    | <b>232,436.11</b> | <b>149,361.65</b> | <b>84,768.28</b>  | <b>216,832.95</b>    |                 |
|                          | Receipts/Interest           | 274,438.43        | 227,144.93        | 703,133.63        | 706,647.41           |                 |
|                          | Expenditures SP Bldg        | 0.00              | 6,795.62          | 281,027.37        | 553,769.40           |                 |
|                          | Expenditures BOND proceeds  | 0.00              | 0.00              | 0.00              | 0.00                 |                 |
|                          | Special Bldg (Levy) Balance | 0.00              |                   | 0.00              |                      |                 |
|                          | Sp Bldg (Bond) Balance      | 0.00              |                   | 0.00              |                      |                 |
|                          | <b>Total Fund Balance</b>   | <b>506,874.54</b> | <b>369,710.96</b> | <b>506,874.54</b> | <b>369,710.96</b>    |                 |
|                          |                             |                   |                   |                   |                      |                 |
| <b>QCPUF</b>             |                             | <b>Month</b>      | <b>Last Yr</b>    | <b>YTD</b>        | <b>YTD Last Year</b> | <b>Comments</b> |
|                          | <b>BEGINNING BALANCE</b>    | <b>84,641.03</b>  | <b>13,532.90</b>  | <b>13,571.07</b>  | <b>13,446.97</b>     |                 |
|                          | Receipts/Interest           | 21,053.83         | 9.45              | 209,495.00        | 95.38                |                 |
|                          | Expenditures                | 0.00              | 0.00              | 117,371.65        | 0.00                 |                 |
|                          | CD Interest                 | 0.00              | 0.00              | 0.00              | 0.00                 |                 |
|                          | CD Balance                  | 0.00              | 0.00              | 0.00              | 0.00                 |                 |
|                          | <b>CASH BALANCE</b>         | <b>105,694.86</b> | <b>13,542.35</b>  | <b>105,694.42</b> | <b>13,542.35</b>     |                 |
|                          |                             |                   |                   |                   |                      |                 |
| <b>DEPRECIATION FUND</b> |                             | <b>Month</b>      | <b>Last Yr</b>    | <b>YTD</b>        | <b>YTD Last Year</b> | <b>Comments</b> |
|                          | <b>BEGINNING BALANCE</b>    | <b>342.47</b>     | <b>340.07</b>     | <b>340.97</b>     | <b>338.27</b>        |                 |
|                          | Receipts/Interest           | 0.18              | 0.22              | 11.68             | 12.02                |                 |
|                          | Expenditures                | 0.00              | 0.00              | 10.00             | 10.00                |                 |
|                          | <b>CASH BALANCE</b>         | <b>342.65</b>     | <b>340.29</b>     | <b>342.65</b>     | <b>340.29</b>        |                 |
|                          |                             |                   |                   |                   |                      |                 |
| <b>LUNCH FUND</b>        |                             | <b>Month</b>      | <b>Last Yr</b>    | <b>YTD</b>        | <b>YTD Last Year</b> | <b>Comments</b> |
|                          | <b>BEGINNING BALANCE</b>    | <b>14,078.05</b>  | <b>54,968.24</b>  | <b>36,566.11</b>  | <b>11,775.83</b>     |                 |
|                          | Receipts/Interest           | 20,866.70         | 18,511.23         | 161,926.86        | 194,693.18           |                 |
|                          | Expenditures                | 20,078.91         | 18,082.69         | 183,627.13        | 151,072.23           |                 |
|                          | <b>CASH BALANCE</b>         | <b>14,865.84</b>  | <b>55,396.78</b>  | <b>14,865.84</b>  | <b>55,396.78</b>     |                 |
|                          |                             |                   |                   |                   |                      |                 |
| <b>ACTIVITY FUND</b>     |                             | <b>Month</b>      | <b>Last Yr</b>    | <b>YTD</b>        | <b>YTD Last Year</b> | <b>Comments</b> |
|                          | <b>BEGINNING BALANCE</b>    | <b>8,705.09</b>   | <b>15,105.80</b>  | <b>11,834.36</b>  | <b>12,824.08</b>     |                 |
|                          | Receipts/Interest           | 21,427.30         | 13,754.50         | 90,702.72         | 90,564.60            |                 |
|                          | Expenditures                | 16,560.89         | 13,162.33         | 88,965.58         | 87,690.71            |                 |
|                          | Adjustment                  | 0.00              | 0.00              |                   | 0.00                 |                 |
|                          | <b>CASH BALANCE</b>         | <b>13,571.50</b>  | <b>15,697.97</b>  | <b>13,571.50</b>  | <b>15,697.97</b>     |                 |
|                          |                             |                   |                   |                   |                      |                 |



Lewiston Cons Schools 69  
Quote Number Q-245705

15 E Midland Ave St 502  
Paramus, NJ, 07652-2938

Juli Smith  
P - Principal  
Lewiston Cons Schools 69  
306 Tiger Ave  
Lewiston, NE 68380-0136

Quote Creation Date: 5/11/2026  
Quote Expiration Date: 9/30/2026

Lewiston Cons Schools 69 enVision + K-6 (No Manipulative Kits)  
Price Quote Summary

| Solution                                    | Base Amount        | Free Amount        | Total              |
|---|--------------------|--------------------|--------------------|
| enVision Math                               | \$31,658.00        | \$10,704.00        | \$31,658.00        |
| enVision+ Mathematics Professional Learning | \$4,800.00         | \$0.00             | \$4,800.00         |
| enVisionmath 6-8                            | \$6,324.00         | \$1,630.00         | \$6,324.00         |
| SuccessMaker                                | \$2,400.00         | \$0.00             | \$2,400.00         |
| <b>Solution Subtotal:</b>                   | <b>\$45,182.00</b> | <b>\$12,334.00</b> | <b>\$45,182.00</b> |
| Shipping and Handling:                      |                    |                    | \$3,406.07         |
| <b>Total:</b>                               |                    |                    | <b>\$48,588.07</b> |



Lewiston Cons Schools 69  
Quote Number Q-245705

15 E Midland Ave St 502  
Paramus, NJ, 07652-2938

Price Quote Detail

SuccessMaker

SuccessMaker - SuccessMaker Professional Learning

| ISBN   | Description   | Price      | Free Qty | Charged Qty | Free Amount   | Total Charged     |
|--|---|------------|----------|-------------|---------------|-------------------|
| 0000125117   | VIRTUAL SUCCESSMAKER INITIAL TRAINING 2-HOUR          | \$800.00   | 0        | 1           | \$0.00        | \$800.00          |
| 0000125108   | VIRTUAL SUCCESSMAKER IMPLEMENTATION ESSENTIAL 3-HOURS | \$1,600.00 | 0        | 1           | \$0.00        | \$1,600.00        |
| <b>SuccessMaker - SuccessMaker Professional Learning - Subtotal:</b> |   |            |          |             | <b>\$0.00</b> | <b>\$2,400.00</b> |

enVision Math

Momentum Math & Successmaker Bundles - Grade K

| ISBN  | Description  | Price    | Free Qty | Charged Qty | Free Amount   | Total Charged     |
|---|--|----------|----------|-------------|---------------|-------------------|
| 9798213580228   | ENVISION+ MATH 2027 NATIONAL 6-YEAR STUDENT EDITION + 6-YEAR LICENSE + MOMENTUM MATH + SUCCESSMAKER 6-YEAR LICENSE GRADE K | \$293.50 | 0        | 15          | \$0.00        | \$4,402.50        |
| <b>Momentum Math &amp; Successmaker Bundles - Grade K - Subtotal:</b> |  |          |          |             | <b>\$0.00</b> | <b>\$4,402.50</b> |

Momentum Math & Successmaker Bundles - Grade 1

| ISBN  | Description  | Price    | Free Qty | Charged Qty | Free Amount   | Total Charged     |
|---|--|----------|----------|-------------|---------------|-------------------|
| 9798213580235   | ENVISION+ MATH 2027 NATIONAL 6-YEAR STUDENT EDITION + 6-YEAR LICENSE + MOMENTUM MATH + SUCCESSMAKER 6-YEAR LICENSE GRADE 1 | \$293.50 | 0        | 14          | \$0.00        | \$4,109.00        |
| <b>Momentum Math &amp; Successmaker Bundles - Grade 1 - Subtotal:</b> |  |          |          |             | <b>\$0.00</b> | <b>\$4,109.00</b> |

Momentum Math & Successmaker Bundles - Grade 2

| ISBN  | Description  | Price    | Free Qty | Charged Qty | Free Amount   | Total Charged     |
|---|--|----------|----------|-------------|---------------|-------------------|
| 9798213580242   | ENVISION+ MATH 2027 NATIONAL 6-YEAR STUDENT EDITION + 6-YEAR LICENSE + MOMENTUM MATH + SUCCESSMAKER 6-YEAR LICENSE GRADE 2 | \$293.50 | 0        | 11          | \$0.00        | \$3,228.50        |
| <b>Momentum Math &amp; Successmaker Bundles - Grade 2 - Subtotal:</b> |  |          |          |             | <b>\$0.00</b> | <b>\$3,228.50</b> |

Momentum Math & Successmaker Bundles - Grade 3



Lewiston Cons Schools 69  
Quote Number Q-245705

15 E Midland Ave St 502  
Paramus, NJ, 07652-2938

| ISBN  | Description  | Price    | Free Qty | Charged Qty | Free Amount   | Total Charged     |
|---|--|----------|----------|-------------|---------------|-------------------|
| 9798213580259   | ENVISION+ MATH 2027 NATIONAL 6-YEAR STUDENT EDITION + 6-YEAR LICENSE + MOMENTUM MATH + SUCCESSMAKER 6-YEAR LICENSE GRADE 3 | \$293.50 | 0        | 14          | \$0.00        | \$4,109.00        |
| <b>Momentum Math &amp; Successmaker Bundles - Grade 3 - Subtotal:</b> |  |          |          |             | <b>\$0.00</b> | <b>\$4,109.00</b> |

**Momentum Math & Successmaker Bundles - Grade 4**

| ISBN  | Description  | Price    | Free Qty | Charged Qty | Free Amount   | Total Charged     |
|---|--|----------|----------|-------------|---------------|-------------------|
| 9798213580266   | ENVISION+ MATH 2027 NATIONAL 6-YEAR STUDENT EDITION + 6-YEAR LICENSE + MOMENTUM MATH + SUCCESSMAKER 6-YEAR LICENSE GRADE 4 | \$293.50 | 0        | 11          | \$0.00        | \$3,228.50        |
| <b>Momentum Math &amp; Successmaker Bundles - Grade 4 - Subtotal:</b> |  |          |          |             | <b>\$0.00</b> | <b>\$3,228.50</b> |

**Momentum Math & Successmaker Bundles - Grade 5**

| ISBN  | Description  | Price    | Free Qty | Charged Qty | Free Amount   | Total Charged     |
|---|--|----------|----------|-------------|---------------|-------------------|
| 9798213580273   | ENVISION+ MATH 2027 NATIONAL 6-YEAR STUDENT EDITION + 6-YEAR LICENSE + MOMENTUM MATH + SUCCESSMAKER 6-YEAR LICENSE GRADE 5 | \$293.50 | 0        | 17          | \$0.00        | \$4,989.50        |
| <b>Momentum Math &amp; Successmaker Bundles - Grade 5 - Subtotal:</b> |  |          |          |             | <b>\$0.00</b> | <b>\$4,989.50</b> |

**enVision+Mathematics (c) 2027 National - Grade K**

| ISBN  | Description  | Price    | Free Qty | Charged Qty | Free Amount       | Total Charged     |
|---|--|----------|----------|-------------|-------------------|-------------------|
| 9798213553543   | ENVISION+MATH 2027 NATIONAL TEACHER EDITION PACKAGE GRADE K            | \$745.00 | 2        | 0           | \$1,490.00        | \$0.00            |
| 9798213468243   | ENVISION+ MATHEMATICS 2027 DIFFERENTIATION LIBRARY PACKAGE GRADE K     | \$294.00 | 1        | 0           | \$294.00          | \$0.00            |
| 9798213562910   | ENVISION+ MATHEMATICS 2027 6-YEAR ADDITIONAL PRACTICE WORKBOOK GRADE K | \$77.50  | 0        | 15          | \$0.00            | \$1,162.50        |
| <b>enVision+Mathematics (c) 2027 National - Grade K - Subtotal:</b> |  |          |          |             | <b>\$1,784.00</b> | <b>\$1,162.50</b> |

**enVision+Mathematics (c) 2027 National - Grade 1**

| ISBN          | Description  | Price    | Free Qty | Charged Qty | Free Amount | Total Charged |
|---------------|--|----------|----------|-------------|-------------|---------------|
| 9798213553550 | ENVISION+MATH 2027 NATIONAL TEACHER EDITION PACKAGE GRADE 1            | \$745.00 | 2        | 0           | \$1,490.00  | \$0.00        |
| 9798213468250 | ENVISION+ MATHEMATICS 2027 DIFFERENTIATION LIBRARY PACKAGE GRADE 1     | \$294.00 | 1        | 0           | \$294.00    | \$0.00        |
| 9798213562927 | ENVISION+ MATHEMATICS 2027 6-YEAR ADDITIONAL PRACTICE WORKBOOK GRADE 1 | \$77.50  | 0        | 14          | \$0.00      | \$1,085.00    |



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Quote Number Q-245705

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| ISBN   | Description | Price | Free Qty | Charged Qty | Free Amount | Total Charged |
|--|-------------|-------|----------|-------------|-------------|---------------|
| enVision+Mathematics (c) 2027 National - Grade 1 - Subtotal: |             |       |          |             | \$1,784.00  | \$1,085.00    |

enVision+Mathematics (c) 2027 National - Grade 2

| ISBN   | Description  | Price    | Free Qty | Charged Qty | Free Amount | Total Charged |
|--|--|----------|----------|-------------|-------------|---------------|
| 9798213553567  | ENVISION+MATH 2027 NATIONAL TEACHER EDITION PACKAGE GRADE 2            | \$745.00 | 2        | 0           | \$1,490.00  | \$0.00        |
| 9798213468267  | ENVISION+ MATHEMATICS 2027 DIFFERENTIATION LIBRARY PACKAGE GRADE 2     | \$294.00 | 1        | 0           | \$294.00    | \$0.00        |
| 9798213468366  | ENVISION+ MATHEMATICS 2027 INTERVENTION SYSTEM PACKAGE GRADES K/3      | \$206.00 | 0        | 4           | \$0.00      | \$824.00      |
| 9798213562934  | ENVISION+ MATHEMATICS 2027 6-YEAR ADDITIONAL PRACTICE WORKBOOK GRADE 2 | \$77.50  | 0        | 11          | \$0.00      | \$852.50      |
| enVision+Mathematics (c) 2027 National - Grade 2 - Subtotal: |  |          |          |             | \$1,784.00  | \$1,676.50    |

enVision+Mathematics (c) 2027 National - Grade 3

| ISBN   | Description  | Price    | Free Qty | Charged Qty | Free Amount | Total Charged |
|--|--|----------|----------|-------------|-------------|---------------|
| 9798213553574  | ENVISION+MATH 2027 NATIONAL TEACHER EDITION PACKAGE GRADE 3            | \$745.00 | 2        | 0           | \$1,490.00  | \$0.00        |
| 9798213468274  | ENVISION+ MATHEMATICS 2027 DIFFERENTIATION LIBRARY PACKAGE GRADE 3     | \$294.00 | 1        | 0           | \$294.00    | \$0.00        |
| 9798213562941  | ENVISION+ MATHEMATICS 2027 6-YEAR ADDITIONAL PRACTICE WORKBOOK GRADE 3 | \$77.50  | 0        | 14          | \$0.00      | \$1,085.00    |
| enVision+Mathematics (c) 2027 National - Grade 3 - Subtotal: |  |          |          |             | \$1,784.00  | \$1,085.00    |

enVision+Mathematics (c) 2027 National - Grade 4

| ISBN   | Description  | Price    | Free Qty | Charged Qty | Free Amount | Total Charged |
|--|--|----------|----------|-------------|-------------|---------------|
| 9798213553581  | ENVISION+MATH 2027 NATIONAL TEACHER EDITION PACKAGE GRADE 4            | \$745.00 | 2        | 0           | \$1,490.00  | \$0.00        |
| 9798213468373  | ENVISION+ MATHEMATICS 2027 INTERVENTION SYSTEM PACKAGE GRADES 4/6      | \$206.00 | 0        | 2           | \$0.00      | \$412.00      |
| 9798213468281  | ENVISION+ MATHEMATICS 2027 DIFFERENTIATION LIBRARY PACKAGE GRADE 4     | \$294.00 | 1        | 0           | \$294.00    | \$0.00        |
| 9798213562958  | ENVISION+ MATHEMATICS 2027 6-YEAR ADDITIONAL PRACTICE WORKBOOK GRADE 4 | \$77.50  | 0        | 11          | \$0.00      | \$852.50      |
| enVision+Mathematics (c) 2027 National - Grade 4 - Subtotal: |  |          |          |             | \$1,784.00  | \$1,264.50    |

enVision+Mathematics (c) 2027 National - Grade 5



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Quote Number Q-245705

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| ISBN  | Description  | Price    | Free Qty | Charged Qty | Free Amount       | Total Charged     |
|---|--|----------|----------|-------------|-------------------|-------------------|
| 9798213553598   | ENVISION+MATH 2027 NATIONAL TEACHER EDITION PACKAGE GRADE 5            | \$745.00 | 2        | 0           | \$1,490.00        | \$0.00            |
| 9798213468298   | ENVISION+ MATHEMATICS 2027 DIFFERENTIATION LIBRARY PACKAGE GRADE 5     | \$294.00 | 1        | 0           | \$294.00          | \$0.00            |
| 9798213562965   | ENVISION+ MATHEMATICS 2027 6-YEAR ADDITIONAL PRACTICE WORKBOOK GRADE 5 | \$77.50  | 0        | 17          | \$0.00            | \$1,317.50        |
| <b>enVision+Mathematics (c) 2027 National - Grade 5 - Subtotal:</b> |  |          |          |             | <b>\$1,784.00</b> | <b>\$1,317.50</b> |

enVisionmath 6-8

Momentum Math & Successmaker Bundles - Grade 6

| ISBN  | Description  | Price    | Free Qty | Charged Qty | Free Amount   | Total Charged     |
|---|--|----------|----------|-------------|---------------|-------------------|
| 9798213574258   | ENVISION+ MATH 2027 NATIONAL 6-YEAR STUDENT EDITION + 6-YEAR LICENSE + MOMENTUM MATH + SUCCESSMAKER 6-YEAR LICENSE GRADE 6 | \$293.50 | 0        | 17          | \$0.00        | \$4,989.50        |
| <b>Momentum Math &amp; Successmaker Bundles - Grade 6 - Subtotal:</b> |  |          |          |             | <b>\$0.00</b> | <b>\$4,989.50</b> |

enVision+Mathematics (c) 2027 National - Grade 6

| ISBN  | Description  | Price    | Free Qty | Charged Qty | Free Amount       | Total Charged     |
|---|--|----------|----------|-------------|-------------------|-------------------|
| 9798213552782   | ENVISION+MATH 2027 NATIONAL TEACHER EDITION PACKAGE GRADE 6            | \$745.00 | 2        | 0           | \$1,490.00        | \$0.00            |
| 9798213468762   | ENVISION+ MATHEMATICS 2027 DIFFERENTIATION LIBRARY PACKAGE GRADE 6     | \$140.00 | 1        | 0           | \$140.00          | \$0.00            |
| 9798213563986   | ENVISION+ MATHEMATICS 2027 6-YEAR ADDITIONAL PRACTICE WORKBOOK GRADE 6 | \$78.50  | 0        | 17          | \$0.00            | \$1,334.50        |
| <b>enVision+Mathematics (c) 2027 National - Grade 6 - Subtotal:</b> |  |          |          |             | <b>\$1,630.00</b> | <b>\$1,334.50</b> |

enVision+ Mathematics Professional Learning

enVision+ Mathematics Professional Learning - enVision+ Mathematics Grades K-5 ©2027 Professional Learning Offerings

| ISBN  | Description  | Price      | Free Qty | Charged Qty | Free Amount   | Total Charged     |
|---|--|------------|----------|-------------|---------------|-------------------|
| 0000126977  | VIRTUAL ENVISION+ MATHEMATICS 2027 K/5 PROGRAM ACTIVATION (2HR) PREPAID        | \$800.00   | 0        | 1           | \$0.00        | \$800.00          |
| 0000126957  | VIRTUAL ENVISION+ MATHEMATICS 2027 K/5 IMPLEMENTATION ESSENTIALS (3HR) PREPAID | \$1,600.00 | 0        | 1           | \$0.00        | \$1,600.00        |
| <b>enVision+ Mathematics Professional Learning - enVision+ Mathematics Grades K-5 ©2027 Professional Learning Offerings - Subtotal:</b> |  |            |          |             | <b>\$0.00</b> | <b>\$2,400.00</b> |



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Quote Number Q-245705

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enVision+ Mathematics Professional Learning - enVision+ Mathematics Grades 6-8 ©2027 Professional Learning Offerings

| ISBN   | Description  | Price      | Free Qty | Charged Qty | Free Amount | Total Charged |
|--|--|------------|----------|-------------|-------------|---------------|
| 0000126956   | VIRTUAL ENVISION+ MATHEMATICS 2027 6/8 PROGRAM ACTIVATION (2HR) PREPAID        | \$800.00   | 0        | 1           | \$0.00      | \$800.00      |
| 0000126978   | VIRTUAL ENVISION+ MATHEMATICS 2027 6/8 IMPLEMENTATION ESSENTIALS (3HR) PREPAID | \$1,600.00 | 0        | 1           | \$0.00      | \$1,600.00    |
| enVision+ Mathematics Professional Learning - enVision+ Mathematics Grades 6-8 ©2027 Professional Learning Offerings - Subtotal: |  |            |          |             | \$0.00      | \$2,400.00    |

|                           |                    |                    |
|---------------------------|--------------------|--------------------|
| <b>Solution Subtotal:</b> | <b>\$12,334.00</b> | <b>\$45,182.00</b> |
| Shipping and Handling:    |                    | \$3,406.07         |
| <b>Total:</b>             |                    | <b>\$48,588.07</b> |

Optional Products

| ISBN          | DESCRIPTION  | Price      | Total Quantity | Base Amount | Total Charged |
|---------------|--|------------|----------------|-------------|---------------|
| 0000126989    | ENVISION+ MATHEMATICS 2027 6/8 IMPLEMENTATION ESSENTIALS PREPAID | \$3,550.00 | 1              | \$3,550.00  | \$3,550.00    |
| 0000126958    | ENVISION+ MATHEMATICS 2027 6/8 PROGRAM ACTIVATION (3HR) PREPAID  | \$3,550.00 | 1              | \$3,550.00  | \$3,550.00    |
| 0000126984    | ENVISION+ MATHEMATICS 2027 K-5 IMPLEMENTATION ESSENTIALS PREPAID | \$3,550.00 | 1              | \$3,550.00  | \$3,550.00    |
| 0000126984    | ENVISION+ MATHEMATICS 2027 K-5 IMPLEMENTATION ESSENTIALS PREPAID | \$3,550.00 | 1              | \$3,550.00  | \$3,550.00    |
| 0000126952    | ENVISION+ MATHEMATICS 2027 K/5 PROGRAM ACTIVATION (3HR) PREPAID  | \$3,550.00 | 1              | \$3,550.00  | \$3,550.00    |
| 9781402627835 | SUCCESSMAKER BASIC - MATH CURRICULUM - 1 ONSITE Day              | \$3,550.00 | 1              | \$3,550.00  | \$3,550.00    |
| 9781402627781 | SUCCESSMAKER IMPLEMENTATION ESSENTIALS ONSITE                    | \$3,550.00 | 1              | \$3,550.00  | \$3,550.00    |



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**Taxes:** All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

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## QUOTE

|                                 |
|---------------------------------|
| <b>Quote No.</b><br>#QT15015079 |
| <b>Quote Date</b><br>5/22/2026  |

**Bill To**  
LEWISTON PUBLIC SCHOOLS  
36 OAK ST  
LEWISTON ME 04240-7190  
United States

**Ship To**  
JULI SMITH  
LEWISTON PUBLIC SCHOOLS  
36 OAK ST  
LEWISTON ME 04240-7190  
United States

| Customer Account No. | Date      | Expires    | Sales Rep         | Shipping Method |
|----------------------|-----------|------------|-------------------|-----------------|
| 0000424002           | 5/22/2026 | 10/31/2026 | Yvette Martinelli | FedEx Ground    |

| Quantity | Item   | List Price | Disc. % | Net Rate | Amount     |
|----------|--|------------|---------|----------|------------|
| 5        | 9798897370368 TXT HOUSING INTERIOR DESIGN (2027)     | \$158.00   | 25%     | \$118.50 | \$592.50   |
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| 5        | 9781685842284 TXT CHILD DEVELOPMENT (2024)           | \$160.00   | 25%     | \$120.00 | \$600.00   |
| 1        | 9781685848491 WB CHILD DEVELOPMENT (2024)            | \$34.64    | 25%     | \$25.98  | \$25.98    |
| 15       | 9798894486444 TXT DISCOVERING CAREERS (2027)         | \$130.00   | 25%     | \$97.50  | \$1,462.50 |
| 1        | 9798897370740 OIR DISCOVERING CAREERS 6YR EM (2027)  | \$800.00   | 25%     | \$600.00 | \$600.00   |
| 1        | 9781685844912 OIR CHILD DEVELOPMENT 6YR EMAIL (2024) | \$800.00   | 25%     | \$600.00 | \$600.00   |

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OSC Online Student Center  
OT Online Textbook  
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RCD Instructor's Resource CD  
SDG Software Design Guide

SG Study Guide  
SHP Shop Manual  
TAW Teacher's Annotated Workbook  
TE Teacher's Edition  
TSE Exam View Test Software  
TXT Textbook  
WB Workbook



QT15015079



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## QUOTE

|                                 |
|---------------------------------|
| <b>Quote No.</b><br>#QT15015079 |
| <b>Quote Date</b><br>5/22/2026  |

Shipping Charges are good for 30 days from date of quote.

Free items available only with purchase of student items direct from Goodheart-Willcox.

Notes:

|                            |                   |
|----------------------------|-------------------|
| <b>Subtotal</b>            | \$4,506.96        |
| <b>Shipping Cost</b>       | \$69.78           |
| <b>Estimated Tax Total</b> | \$0.00            |
| <b>Total</b>               | <b>\$4,576.74</b> |

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 OSC Online Student Center  
 OT Online Textbook  
 PP PowerPoint  
 RCD Instructor's Resource CD  
 SDG Software Design Guide

SG Study Guide  
 SHP Shop Manual  
 TAW Teacher's Annotated Workbook  
 TE Teacher's Edition  
 TSE Exam View Test Software  
 TXT Textbook  
 WB Workbook



QT15015079



Pearson Education, Inc

221 River St  
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E-mail: [pearsoncareerready@pearson.com](mailto:pearsoncareerready@pearson.com)

**Sales Consultant Details:**

Thomas Kennedy

[thomas.kennedy@pearson.com](mailto:thomas.kennedy@pearson.com)

The fees & terms in this document are valid until expiration date.

Expiration Date 8/25/2026

Quote Number 00388675

**Customer Bill To Details:**

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LEWISTON  
Nebraska  
PAWNEE  
68380-0136  
United States  
Julie Smith

**Customer Ship To Details:**

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Nebraska  
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| Food and Nutrition for You Student Editon with Student Activity Guide | 9780138283124 | 12.00    | USD 109.99 | USD 109.99  | USD 1,319.88 |
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|                                     |              |              |
|-------------------------------------|--------------|--------------|
| *All prices in this Document in USD | Subtotal     | USD 1,429.87 |
|                                     | Freight Cost | USD 128.69   |
|                                     | Grand Total  | USD 1,429.87 |

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Tax exempt? \_\_\_\_\_ If yes, please attach Tax Exempt Certificate.

## ■ SPEDFRS Review (October 31, 2025 Submission Data)

Our deep dive into the finalized financial data submitted last fall revealed incorrect coding. The table below outlines the specific data gaps resolved to restore funding eligibility.





|  <b>Budget Line Item</b> |  <b>Original Data Display(Submitted Oct 31)</b> |  <b>Verified Actual Data(Internal Review)</b> |  <b>Actual Operational Impact</b>    |
|---|--|--|---|
| <b>SpEd Transportation</b>  | <b>\$114,774</b>   | <b>\$0</b>   | <b>\$114,774</b><br><br>Claimed costs for a service Lewiston did not operate or incur.                                  |
| <b>Unified Sports</b>   | <b>\$196,791</b>   | <b>\$0</b>   | <b>\$196,791</b><br><br>Claimed funds for a program that does not exist in our district.                                |
| <b>Personnel Claims</b>   | <b>\$106,133</b>   | <b>Omitted Staff Lines</b>   | <b>Under-Reported Funding</b><br><br>Captured only a single employee, leaving eligible reimbursement dollars unsecured. |

Inaccurate allocations were communicated to Superintendent Halvorsen for IDEA grant funds.

|  Grant Fund Category |  Previously Projected |  Actual NDE Allocation |  Net Revenue Variance |
|---|--|---|--|
| IDEA 6408 (Age 3-21)  | \$96,443   | \$58,747  | -\$37,696  |
| IDEA 6406 (Birth-3)   | \$2,169  | \$1,115   | -\$1,054   |
|  TOTAL REVENUE       | \$98,612   | \$59,862  | -\$38,750 Shortfall  |

**Timeline Backlog Corrected:** NDE returned this grant application on **March 3, 2026** due to errors, where it sat pending. I have since corrected the deficiencies and secured formal state approval. **Claims are now actively processing to recover these backlogged federal dollars.**

**Projected 2026-2027**

|  Service Type             |  Projected Allocation |  Operational Pathway |
|--|--|---|
| Special Education Supervision  | \$21,000   | Streamlined oversight hours   |
| School Psychology Services   | \$18,000   | Virtual model (Pay strictly for hours worked via Soliant)   |
|  TOTAL PROJECTED OVERHEAD | \$39,000   | Optimized budget reduction from previous years  |

## **1. Introduction & Administrative Context**

**"Good evening, Superintendent Halvorsen and members of the Board. Thank you for the opportunity to present an update on the fiscal and operational alignment of the Special Education Department.**

**To provide some initial context, I was originally brought into the district via Mr. Kentfield to serve as an administrative mentor within the department. However, following inquiries from the Nebraska Department of Education regarding unexpected funding patterns, Superintendent Halvorsen asked me to step in and conduct a thorough review of our past financial data and state reporting submissions.**

**Upon diving into the numbers, we found several tracking and coding gaps in the submissions. My immediate priority became correcting the final financial submission in order to secure monthly reimbursements and to avoid payback to NDE.**

## **2. Addressing the October 31 Ledger Errors**

**"If you look at the first data table in your packet, you will see a breakdown of the finalized financial submission from October 31 of last fall. Our audit uncovered discrepancies between what was reported to the state and our actual local operations.**

**For example, over \$114,000 was coded to Special Education Transportation, and nearly \$197,000 was coded to a Unified Sports program. In reality, our transportation costs for that period were zero, and the district does not even operate a Unified Sports program. Conversely, our actual personnel claims were heavily under-reported—we only captured a single employee, meaning we left significant state reimbursement dollars sitting on the table.**

**To resolve this, Superintendent Halvorsen and I worked directly with the NDE Special Education Finance team. We presented them with clean, audited numbers and successfully petitioned them to reopen our finalized portal—which is a very rare accommodation. I am incredibly pleased to report that we have corrected those lines, fully restored our compliance standing.**

## **3. Reconciling the IDEA Grant & Timeline Backlog**

**"Moving to the second table, we conducted a parallel review of our federal IDEA grant accounts. We discovered a variance between the projected revenues previously communicated to leadership and the actual allocations granted by NDE.**

**Our true allocations are actually \$38,750 lower than what was originally budgeted.**

Compounding this revenue gap, we discovered a major administrative backlog: NDE had actually returned our IDEA grant application for correction back on March 3, 2026. It sat pending and unamended, which stalled our access to those federal funds.

I have since stepped in, resolved the data deficiencies, and re-submitted the file. The state has formally approved the application, and I have already begun processing and filing the backlogged reimbursement claims so that these delayed federal dollars can be efficiently recovered and returned to our local accounts."

#### **4. Future Outlook, Budget Projections, and Closing**

"Finally, moving to our upcoming contracted services and future roadmap, we are leveraging this transition to modernize our operations and capture structural savings for the upcoming school year.

As detailed in the bulleted breakdown in your packet, we have optimized our upcoming overhead by shifting toward flexible service delivery options. For the next fiscal year, we are projecting costs of approximately \$21,000 for Special Education supervision and \$18,000 for School Psychology, bringing our total projected contract overhead to exactly \$39,000. By utilizing virtual pathways like Soliant, the district will only pay for actual hours worked. This ensures we maintain high-quality student support while acting as responsible stewards of district funds.

I want to extend my sincere gratitude to Superintendent Halvorsen for his partnership in resolving these issues so swiftly. Thank you, and I would be happy to take any questions the Board may have."

# GUIDING PRINCIPLES OF FOCUS

The identified Guiding Principles of Focus are targeted within the plan based upon multiple data points collected throughout the assessment phase of the NASB Strategic Planning Process. Data collection included stakeholder engagement through the Strategic Overview Committee (SOC) meeting, a community meeting, and online surveys of LCS' stakeholders. Through data analysis, the NASB Board Leadership Team developed overarching objectives and specific strategies consistent with the needs presented through stakeholder engagement.

## LEWISTON CONSOLIDATED SCHOOL

### **Academic Learning & Success**

*A balanced learning process that includes instructional methods to improve learning and growth for each student.*

### **Personnel Effectiveness**

*Each student is engaged by effective educators throughout their learning experiences, such that schools and districts develop effective teachers and school leaders who establish a culture of success.*

### **Board Governance**

*Effective board practice based on objective governance standards ensures accountability focused on growth and student achievement.*

Vehicle Mileage Record

| Vehicle / Bus              | Pass. | VIN               | Description | 2017   | 2018    | 18-19          | 19-20   | 20-21          | 21-22   | 22-23   | 23-24   | 24-25   | 25-26   | Total Annual Miles | Description     |
|----------------------------|-------|-------------------|-------------|--------|---------|----------------|---------|----------------|---------|---------|---------|---------|---------|--------------------|-----------------|
| 2011 Chevy White Van (2)   | 11    | 1GAGZYFG4B1107547 | Van #2      | 67,943 | 76,232  | 83,256         | 88,428  | 93,454         | 100,736 | 112,934 | 121,422 | 132,205 | 132,370 | 165                | route/activity  |
| <b>2012 Bus Blue Bird</b>  | 59    | 1BAKDCPH7CF288783 | Bus #12     | 83,392 | 106,902 | 128,136        | 128,671 | 147,040        | 168,325 | 183,086 | 187,631 | 189,253 | 196,072 | 6,819              | spare bus       |
| 2012 Dodge Caravan (3)     | 7     | 2C4RDGBG8CR182961 | Van#3       | 85,545 | 98,162  | 106,282        | 114,623 | 122,308        | 130,325 | 139,108 | 144,830 | 161,223 | 162,108 | 885                | route/spare     |
| 2013 IC Bus                | 71    | 4DRBUSKP1DB048261 | Bus #13     | 41,506 | 47,795  | 60,978         | 70,416  | 80,321         | 96,178  | 111,586 | 127,358 | 142,067 | Totaled | N/A                | route bus       |
| 2014 Chevy Express Van (4) | 11    | 1GAWGRFG8E1132321 | Van #4      | 35,760 | 42,444  | 49,153         | 54,504  | 58,694         | 65,787  | 75,402  | 85,610  | 94,336  | 98,784  | 4,448              | activity van    |
| 2014 IC Integrated CE Bus  | 72    | 4DRBUC8NOFB516110 | Bus #14     | 40,826 | 60,110  | 72,572         | 81,844  | 93,257         | 103,903 | 109,958 | 122,871 | 135,491 | 148,132 | 12,641             | activity bus    |
| 2019 Ford Expedition       | 8     | 1FMJU1JT9KEA04105 | Van #1      |        |         | purchased used |         |                | 23,243  | 48,815  | 55,512  | 62,163  | 70,563  | 8,400              | activity        |
| 2019 IC Bus                | 72    | 4DRBUC8P4KB615895 | Bus #19     |        |         | 4,181          | 11,712  | 15,369         | 19,760  | 29,370  | 33,585  | 40,325  | 51,216  | 10,891             | activity bus    |
| 2020 IC Bus                | 59    | 4DRBUPWM8LB416561 | Bus #20     |        |         |                | 4,092   | 18,003         | 32,988  | 54,570  | 75,557  | 88,485  | 107,918 | 19,433             | route bus       |
| 2022 Chrysler Voyager      | 7     | 2C4RC1CG9NR105209 | Van #5      |        |         |                |         |                | 29,109  | 35,790  | 44,005  | 50,827  | 59,896  | 9,069              | activity        |
| 2023 Chrysler Voyager (#6) | 7     | 2C4RC1CG5PR608397 | Van #6      |        |         |                |         | purchased used |         |         | 29,197  | 29,720  | 39,468  | 9,748              | activity        |
| 2024 IC Bus                | 53    | 4DRBUC8P4RB127783 | Bus #24     |        |         |                |         |                |         |         | 15,230  | 32,054  | 44,999  | 12,945             | route bus       |
| 2026 IC Bus                | 59    | 4DRGVMMP2TB477998 | Bus #26     |        |         |                |         |                |         |         |         | 1,284   | 14,048  | 12,764             | activity bus    |
| 2013 Lion                  | 72    | 4vzjn2a94dc076211 | Bus #13     |        |         |                |         |                |         |         |         | 131,700 | 134,206 | 2,506              | Route bus       |
| Bus #25 Lease              | 15    | 1HA3GRB76SN018401 | Bus #25     |        |         |                |         |                |         |         |         | 0       | 5,421   | 5,421              | Route bus       |
|                            |       |                   |             |        |         |                |         |                |         |         |         |         |         | <b>116,135</b>     |                 |
|                            |       |                   |             |        |         |                |         |                |         |         |         |         |         | <b>83,420</b>      | Total Bus Miles |
|                            |       |                   |             |        |         |                |         |                |         |         |         |         |         | <b>32,715</b>      | Total Van Miles |

# LEWISTON CONSOLIDATED SCHOOLS 2025-26 ENROLLMENT

## Pre-Kindergarten 3 (8)

**Mrs Hege**  
**Class of 2040**  
 Ackland, Abigail  
 Campbell, Finleigh  
 Graham, Theodore  
 Hauptman, Chezley

Sisco, Owen  
 Smith, Winston  
 Stake, Leo

## **Boys (5) Girls (3)**

## Pre-Kindergarten 4 (15)

**Mrs. Enns**

### Class of 2039

Ackland, Sophia  
 Breckmeier, Brewer  
 Hippen, Clement  
 Jensen, Cayson  
 Kagy, Millie  
 Koenen, Fredric  
 Layman, Cayden  
 McHenry, Makanzie  
 Morrison, Camilla  
 Neal, Iris  
 Padgett, Bentley  
 Spence, Jack  
 Stewart, Gunner  
 Wehrbein, Laken  
 Wood, Miles

## **Boys (9) Girls (6)**

## Kindergarten (13)

**Ms. Deane**

### Class of 2038

Barnes, Bennet  
 Carel, Tandon  
 Graham, Charlotte  
 Hippen, Bridger  
 McKernan, Theodore  
 Robertson, Lennox  
 Scheer, Ellie  
 Shively, Sorayah  
 Sisco, John  
 Spunaugle, Kashtyn  
 Stege, Sophia  
 Summers, Levi  
 Wienke, Max

## **Boys (8) Girls (5)**

## First Grade (9)

**Mrs. Worthey**

### Class of 2037

Baird, Wynonna  
 Graham, Elise  
 Hauptman, Miley  
 McEvers, Hannah  
 Melroy, Raelyn  
 Peck, Aleenah  
 Renz, Kristen  
 Stake, Olive  
 Thomas, Quinn

## **Boys (0) Girls (9)**

## Second Grade (12)

**Mrs. Sanders**

### Class of 2036

Burgess, Layla  
 Cookus, Jace  
 Fazel, Adalade  
 Harms, Tyler  
 Keedy, Avery  
 McHenry, Gunner  
 Paben, Zander  
 Robertson, Owen  
 Smith, Ava  
 Stake, Hazel  
 Thompson, Aurora  
 Williams, Kash

## **Boys (6) Girls (6)**

## Third Grade (9)

**Mrs. Spence**

### Class of 2035

Armstrong, Archer  
 Armstrong, Avery  
 Bohling, Decker  
 Hippen, Boone  
 Jones, Emberlyn  
 McEvers, Tyler  
 Renz, Mallory  
 Sisco, Aaron  
 Summers, Cole

## **Boys (6) Girls (3)**

## Fourth Grade (15)

**Mrs Whitmore**

### Class of 2034

Bombard, Caden  
 Carel, Kadyn  
 Heideman, Sarah  
 Layman, Sawyer

McDowell, Graham

Peck, Elijah

Recker, Carter

Scheibe, Kathrynne

Sisco, Caleb

Stake, Candace

Thomas, Alexander

Weyers, Emery

Wiemers, Sue

Zeilinger, Azalea

## **Boys (8) Girls (6)**

## Fifth Grade (14)

**Ms. Liberty**

### Class of 2033

Busing, Avery

Campbell, Eloise

Cookus, Liam

Janssen, Nolan

Keedy, Peyton

Melroy, Juniper

Meyers, Sophia

Peck, Aarya

Peck, Shyanne

Peck, Syllis

Peterson, Aubrey

Rohmeyer, Delaney

Shields, Blaire

## **Boys (3) Girls (10)**

## Sixth Grade (23)

**Mr. Callan**

### Class of 2032

Armstrong, Regal

Bredemeier, Ansley

Carel, Audrey

Fazel, Riley

Forke-Snyder, Ellie

Forke-Snyder, Sofia

Hammond, Broghan

Harms, Abby

Hill, Jaxon

Horne, Micah

Layman, Parker

Lewien, Lily

Moon, Choyce

Robertson, Lily

Rule, Alexis

Sasse, Allen

Schwandt, Colt

Thompson, Merida

Thompson, Juslyne

Wagner, Addison

Wehrbein, Alivia

Weyers, Brekyn

Wiles, Hunter

## **Boys (11) Girl (12)**

## Junior High

### Seventh Grade (13)

**Class of 2031**

Copas, Noah

Creek, Sutton

Deane, Madden

Inderfield, Grayson

Janssen, Jameson

Keedy, Hunter

McCall, Kayvon

Recker, Riley

Rohmeyer, Landon

Scheer, Ava

Schwandt, Michael

Swendener, Liam

Thompson, Carter

## **Boys (11) Girls (2)**

## Eighth Grade (14)

**Class of 2030**

Busing, Rexton

Crouse, Corbin

Deane, Kason

Domingo III, Jose

Eagleburger, Braxten

Eggert, Brooklyn

Heideman, Dalton

Lafin, Trenton

Lehmann, Kaitlyn

Muir, Caitlyn

Pospichal, Zoey

Reynolds, Jeremiah

Tinsley, Jake

Wehrbein, Owen

## **Boys (10) Girls (4)**

## High School

**Freshmen (8)**

### Class of 2029

deKoning, Madison

Eggert, Beckem

McEvers, Ethan

Meyers, Issabel

Neukirch, Payton

Peck, Kenneth

Rule, Chase

Shinn, Mia

## **Boys (4) Girls (4)**

## Sophomores (11)

**Class of 2028**

Bruns, Jacob

Crouse, Bryleigh

Cutshall, Savannah

Heideman, Payton

Houseman, Emery

Janssen, Brock

Johnsen, Vivienne

Morris, Sutton

Steinacher, Colter

Swendener, Camden

Weyers, Grady

## **Boys (8) Girls (3)**

## Juniors (12)

**Class of 2027**

Ayala, Zackery

Campbell, Aisilynn

Christen, Evan

Currie, Justice

Gray, Gabrielle

Hock, Isaac

Houseman, Braxton

Muir, Jace

Nickels, Brennan

Smith, Libby

Steinacher, Cashton

Wiles, Sara

## **Boys (7) Girls (5)**

## Seniors (14)

**Class of 2026**

Borcher, Taven

Gray, Lillian

Harr, Nathan

Hunzeker, Ayden

Janssen, Madeline

Lampe, Joshua

McHenry, Alexis

Nickels, Jayden

Seeman, Axel

Smith, Rylee

Swendener, Cooper

Thomsen, Jazmine

Wagner, Tristen

Wright, Brody

## **Boys (8) Girls (6)**

**ENROLLMENT**

Grade Pre-K-6

Junior High

High School

Totals

**TOTALS**

118

27

45

190

05/05/2026

## **Transportation Vehicle Service Report – June 11, 2026**

### **Vehicle repairs that need completed this summer before start of next school year;**

- Bus 14, 2014 IC Bus.
    - Suspension work and new tires.
  - Bus 19, 2019 IC Bus.
    - Suspension work and possible new tires.
  - Bus 13, 2013 Lion Bus.
    - Heater fan
    - Several marker lights not working or broken covers.
    - Needs new tires.
    - Windows needing fixed or replaced.
    - Entrance door needs new seals and handle.
- All buses and vans need the Mechanic Pupil Transportation Vehicle Inspection report completed. Must be completed by a qualified mechanic that understands the inspection criteria. Repairs of anything discovered during inspection. This is a required quarterly report.

### **Other vehicle maintenance;**

- Maintain spreadsheet for all vehicle oil changes – dates and mileage, to insure they are being done when needed.
- Pre Trip and Post Trip inspection time sheets are being completed and filled out correctly – filed as required.
- Make sure vehicles are kept clean inside and out.

**RESOLUTION OF THE BOARD OF EDUCATION TO  
INCREASE BASE GROWTH PERCENTAGE TO  
DETERMINE ITS PROPERTY TAX REQUEST AUTHORITY**

WHEREAS, the Board of Education ("Board") for **Pawnee County School District 67-0069**, commonly known as **Lewiston Consolidated Schools #69** (the "School District"), is planning the School District's annual budget for the 2026-27 school year; and

WHEREAS, the funding needed for the School District to meet its obligations to its students will require an increase in the base growth percentage used to determine the School District's property tax request authority under NEB. REV. STAT. § 79-3403; and

WHEREAS, Nebraska law authorizes the Board, upon an affirmative vote of at least seventy percent (70%) of the Board, to increase such base growth percentage by up to 7%.

BE IT THEREFORE RESOLVED that, pursuant to NEB. REV. STAT. § 79-3405(2), the Board hereby increases the base growth percentage used to determine its property tax request authority for the 2026-2027 budget in an amount of 7%.

Said Resolution was adopted by the Board of Education by a vote of \_\_\_\_ to \_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
President of the Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Education



**5057**  
**Parental Involvement In the Title I Program**

The school district will jointly develop with parents a School-Parent-Student Compact that outlines shared responsibility for improved student academic achievement.

The school district recognizes the unique needs of students who are being served in its Title I program, and the importance of parental involvement in the Title I program. Parental Involvement in the Title I Program shall include, but is not limited to:

1. An annual meeting to which all parents of participating children will be invited. Invitations may take the form of notes sent with students or announcements in the school newsletter. Additional meetings may be scheduled, based upon need and interest for such meetings.
2. An explanation of the details for the child's and parents' participation, including but not limited to: curriculum objectives, type and extent of participation, parental input in educational decisions, coordination and integration with other district programs, and evaluations of progress. This information may be included in the annual Title I Individual Education Plan (IEP) for the student.
3. Opportunities for parent involvement activities, such as training on ways to support children's learning. This opportunity may include, but is not limited to, attendance at the annual Nebraska State Title I Parent Involvement Conference. The goal of these parent activities is to provide parents with opportunities to participate in decisions relating to the education of their students, where appropriate.
4. The district will, to the extent practicable, provide parents of limited English proficiency, parents with disabilities, and parents of migratory children with opportunities for involvement in the Title I Program. Communication to parents about student progress and the district's other Title I Program communications will be provided in the language used in the home to the extent practicable. Responses to parent concerns will be provided in a timely manner.

5. Opportunities for parent-teacher conferences, in addition to those regularly scheduled by the school district, if requested by the parents or as deemed necessary by school district staff.
6. The district will coordinate and integrate parental involvement programs and activities with other programs in the community. These may include cooperation with other community programs such as Head Start and preschools and other community services such as the public library.

This policy shall be reviewed annually at the annual meeting where concerned parties can have a conversation about possible changes to the Parental Involvement Policy, and the Board will either (1) alter the policy and adopt it as altered, or (2) reaffirm the policy, following a public hearing.

Adopted on: February 2019

Revised on:

Reviewed on: June 14, 2023

## **5052 School Wellness Policy**

The school district is committed to providing a school environment that enhances learning and the development of lifelong wellness. The goals outlined in this policy were determined and selected after reviewing and considering evidence-based strategies. \*

### **1. Goals for Nutrition Promotion and Education**

- a. The district will promote healthy food and beverage choices for all students, as well as encourage participation in school meal programs by such methods as implementing evidence-based healthy food promotion techniques through the school meal programs and promoting foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards.
- b. The health curriculum will include information on good nutrition and healthy living habits.
- c. Teachers will incorporate information on nutrition and wellness into the classroom curriculum as appropriate.
- d. The district will collaborate with public and private entities to promote student wellness.
- e. Water will be made available to students throughout the school day.

### **2. Goals for Physical Activity**

- a. The school district's curriculums shall include instruction on physical activity and habits for healthy living.
- b. Students will be encouraged to engage in physical activities throughout the school day and will be provided with opportunities to do so.
- c. The district encourages parents and guardians to support their children's participation in physical activity, to be physically active role models, and to include physical activity in family events.

### **3. Goals for Other School-Based Activities Designed to Promote Student Wellness**

- a. The district will participate in state and federal child nutrition programs as appropriate.
- b. The district will provide professional development, support, and resources for staff about student wellness.
- c. Students will be provided sufficient time in which to eat school-provided meals.
- d. The district's lunchrooms will be attractive and well-lighted.
- e. The district will allow other health-related entities to use school facilities for activities such as health clinics and screenings so long as the activities meet the district's requirements and criteria for the use of facilities.
- f. The district may partner with other individuals or entities in the community to support the implementation of this policy.
- g. The district will strive to provide physical activity breaks for all students, recess for elementary students, and before and after school activities, as well as encourage students to use active transport (walking, biking, etc.)
- h. The district will use evidence-based strategies to develop, structure, and support student wellness.

### **4. Standards and Nutrition Guidelines for All Foods and Beverages Sold to Students on the School Campus and During the School Day**

- a. The district will ensure that student access to foods and beverages meet federal, state and local laws and guidelines including, but not limited to:
  - i. USDA National School Lunch and School Breakfast nutrition standards
  - ii. USDA Smart Snacks in School nutrition standards.

- b. The district will offer students a variety of age-appropriate, healthy food and beverage selections with plenty of fruits, vegetables, and whole grains aimed at meeting the nutrition needs of students within their calorie requirements in order to promote student health and reduce childhood obesity.

## **5. Standards for All Foods and Beverages Provided, But Not Sold to Students During the School Day**

The district may provide a list of healthy party ideas or food and beverage alternatives to parents, teachers, and students for classroom parties, rewards and incentives, or classroom snacks. The district discourages the use of food and beverages as a reward or incentive for performance or behavior.

## **6. Food and Beverage Marketing**

Marketing and advertising is only allowed on school grounds or at school activities for foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards, except as follows:

- a. This requirement does not apply to marketing that occurs at events outside of school hours such as after school sporting or any other events, including school fundraising events.
- b. The district will not immediately replace menu boards, coolers, tray liners, beverage cups, and other food service equipment with depictions of noncompliant products or logos to comply with the new USDA Smart Snacks in Schools nutrition requirements. All previously purchased products will be used, and all existing contracts honored.
- c. All equipment that currently displays noncompliant marketing materials will not be removed or replaced (e.g., a score board with a Coca-Cola logo). However, as the district reviews and considers new contracts, and as scoreboards or other such durable equipment are replaced or updated over time, any products that are marketed and advertised will meet or exceed the USDA Smart Snacks in School nutrition standards

## **7. Public Participation**

Parents, students, representatives of the school food authority, teachers, school health professionals, board members, school administrators, and members of the general public shall be allowed to provide their input to the school district during the wellness policy adoption and review process.

## **8. Competitive Foods (Includes Food and Beverages Sold in Vending Machines, School Stores, Fundraisers or in Competition with the National School Lunch and Breakfast Programs)**

- a. Except as otherwise allowed by the Nebraska Department of Education (NDE), all foods and beverages sold during the school day as part of a fundraiser or for any other purpose in competition with the National School Lunch and Breakfast Programs must meet the nutrition standards of those programs.
- b. Fundraiser food or beverages are NOT exempt from the USDA Smart Snacks in School nutrition standards. Therefore, if food is sold as a fundraiser:
  - (1) It shall not be sold in competition with school meals in the food service area during the meal service.
  - (2) It shall not be sold or otherwise made available to students anywhere on school premises during the period beginning one half hour prior to the serving period for breakfast and/or lunch and lasting until one half hour after the serving of breakfast and/or lunch.
  - (3) The sale of food items during the school day shall meet the USDA Smart Snacks in School nutrition requirements
  - (4) This restriction does not apply to food sold during non-school hours, weekends, and off-campus fundraising events such as concessions during after-school sporting events, school plays or concerts; or to bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)

## **9. Triennial Assessment**

The school board shall assess and review this policy at least every three years to determine:

- a. Compliance with this policy;
- b. How this policy compares to NDE model wellness policies;
- c. Progress made in attaining the goals of this policy.

The school board will update or modify this policy as appropriate.

## **10. Public Notice**

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of this policy at least annually to the public and other stakeholders identified in this policy by one or more of the following methods: on its webpage, in its newsletter, in the student and employee handbooks, newspaper advertisements, direct mailings, electronic mail, and public postings.

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of the Triennial Assessment and progress reports towards meeting the goals in this policy using one or more of those same methods.

## **11. Recordkeeping**

The District will retain records to document compliance with the requirements of the wellness policy at its central office.

## **12. Operational Responsibility**

The superintendent is responsible for coordinating the implementation of this policy and for monitoring the district's progress in meeting the goals established by this policy. The superintendent will periodically report to the board on the district's progress in implementing this policy.

\* These strategies include, but are not necessarily limited to, those cited in the Alliance for a Healthier Generation's Model Wellness Policy (Updated 9/2016 to Reflect the USDA Final Rule) found at

<https://www.healthiergeneration.org>

Adopted on: February 2019

Revised on: June 14, 2023

Reviewed on: June 14, 2023

## **3061 ACH Originator**

The District sends electronic payments through the ACH (Automated Clearing House) Network such as payroll direct deposits and/or vendor payments. Because of these payments, the District is classified as an ACH Originator. As an ACH Originator, the District complies with the National Automated Clearing House Association (NACHA) Operating Rules which govern the ACH Network. The District's bank requires compliance with the Rules as a condition of the District's ability to send ACH Payments.

**Responsibilities.** The District follows all terms of its Originating Depository Financial Institution/Oriinator Agreement with its bank. The District obtains a written authorization before sending any ACH payment. The District meets all processing deadlines set by the bank and NACHA. The District gives authorization records to the bank upon request within NACHA's required timeframes. The District keeps all sensitive banking information secure. When the District receives a Notification of Change, it updates the payment record before the next ACH transaction. When the District receives a return due to an error or unauthorized activity, it stops all related subsequent payments until instructions are received from the Bank. The District keeps its computer systems and network secure in line with its bank agreement. The District uses procedures to spot unauthorized payments. All employees with ACH duties will complete training, if required by the Bank or NACHA, and respond to audit requests. The District will implement internal controls and procedures to mitigate errors and risk of unauthorized ACH entries.

**Fraud Monitoring.** The District reviews ACH transactions for unusual patterns or amounts before submitting each file. If the District suspects an error or unauthorized ACH transaction, the District will: determine whether the problem is fraud, a scam, or an internal error; notify the bank right away; contact law enforcement if needed; and stop all related future ACH transactions.

**Employee Training.** All employees with ACH duties will complete any ACH origination training required by the District's designated bank(s).

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

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

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

**6046**  
**Right to Access to School Library Materials**

**Definitions.** As used in this policy,

- “Parent” means the parent, guardian, or educational decisionmaker of any student currently attending the school district; and
- “Educational decisionmaker” means a person designated or ordered by a court to make educational decisions on behalf of a child.

**Catalog of Library Books.** The superintendent or designee shall create and maintain a catalog of all books in the school district’s library, categorized by school building, that shall be accessible by a Parent.

**Opportunity for Notification.** A Parent shall have the opportunity to be notified when the Parent’s student checks out a book from the school library, which notification shall include the title of the book, the author(s) of the book, and the date the book is due to be returned to the school library. The administration may elect to allow a Parent to exercise the opportunity to receive such notifications by means of a website, application notification, or by opting into email notifications.

Nothing in this policy shall be construed to create any rights of access or rights to notification in favor of any person that does not meet the definition of Parent stated above.

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

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

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

## 3003

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

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

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

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

#### **II. Projects with an Estimated Cost of Less than \$109136,000**

- A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than \$109136,000.
- B. Prior to solicitation of the quotes and/or estimates, the superintendent will determine whether the district will accept oral submissions.
- C. Quotes and/or estimates may be solicited by the superintendent or his/her designee without board action.
- D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.
- E. The district may use a Nebraska state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.
- F. Nothing in this subsection prohibits or requires the use of the formal bidding procedures. If the district is going to solicit formal bids for projects of less than \$109136,000 they must follow the formal procedures outlined in this policy.

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

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

exceeds \$~~109~~136,000 for the construction, remodeling or repair of a school-owned building or for site improvement.

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

#### C. Advertising for Bids

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

#### D. Bid Documents

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

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

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

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

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

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

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

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

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

**I. Applicability of the Policy**

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

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$~~109~~136,000, the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. §§ 13-2901 through 13-2914), energy financing contracts (NEB. REV. STAT. §§ 66-1062 through 66-1066), other applicable state laws, and the board's general policy on Bidding for Construction and Related Projects. In addition, all procurement and construction shall comply with the rules and requirements of 2 CFR part 200.317 through 200.~~326~~327 and 34 CFR sections 75.601 through 75.615. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

**II. All projects undertaken pursuant to this policy will be subject to the following bond requirements**

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with

a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

### **III. Construction Projects with an Anticipated Cost of Under \$250350,000**

#### **A. Methods of Bidding/Soliciting Quotations or Estimates**

The type of procedures required depends on the anticipated cost of the project.

1. Construction with an Anticipated Cost of up to \$10,00015,000 (Micro-Purchases)

Micro-purchase means an individual procurement transaction for supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,00015,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing.

2. Construction with an Anticipated Cost of between \$10,00015,000 and \$250350,000 (Simplified Acquisition Procedures)

For construction projects subject to this policy, simplified acquisitions are purchases that, in the aggregate amount, is more than \$10,00015,000 and less than \$250350,000 annually. For simplified acquisitions, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts.

- B. Construction Projects with an estimated cost of between \$109136,000 and \$2349,999 will be made pursuant to the District's Policy on Bid Letting and Contracts.

Pursuant to Nebraska law, construction projects which have an anticipated aggregate cost of \$109136,000 or more are subject to state public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106). The board will follow its standard policy on bid letting and contracts for construction projects financed with federal funds which have an anticipated aggregate cost of between \$109136,000 and \$250350,000.

#### **IV. Construction Projects with an Anticipated Cost Over \$250350,000**

A. Sealed Bids: All constructions projects subject to this policy with an anticipated cost of \$250350,000 or more will be publicly solicited using the sealed bid method

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publicly advertised;
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. Sealed bids will be publicly opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.
4. The contract will be awarded to the lowest responsive and responsible bidder.
  - a) Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.
  - b) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
  - c) Any or all bids may be rejected if there is a sound documented reason.
5. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the

amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

6. The board will generally complete its review of bids and select a vendor within 30 days of bid submission.

#### B. Advertising for Bids.

1. The superintendent or designee will arrange to advertise for bids by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date on which bids are due.

2. Nothing shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

#### C. Bid Documents

1. The bid documents shall identify the day upon which the bids shall be returned, received, or opened and shall identify the hour at which the bids will close or be received or opened.

2. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.

3. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.

4. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.

5. Sealed bids will be opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.

6. Bids will be reviewed by the Superintendent and/or designee and submitted to the board for approval.

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the

lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

8. The board will generally complete its review of bids and select a vendor within 30 days of bid submission.

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

## **V. Other Contract Matters.**

### **A. Required Terms**

The non-Federal entity's contracts must contain the applicable provisions required by section 200.322327 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. This includes a "Buy American" provision that provides that as appropriate and to the extent consistent with law, the District and contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of the Buy American provision must be included in all subawards including all contracts and purchase orders for work or products under this award.

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

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

To the maximum extent practicable, the school food program shall purchase domestic commodities or products produced in the U.S. or processed in the U.S. substantially using agricultural commodities produced in the U.S.

### **C. Full and Open Competition**

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

#### D. Debarment and Suspension

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

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

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

#### E. Settlements of Issues Arising Out of Contract

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

#### F. Record Keeping

##### 1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an

effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.[333334](#).
- c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

## 2. Maintenance of Construction Records for Projects Financed with Federal Funds

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

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

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

### C. Favors and Gifts

An employee, officer, agent, and board member of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, with the limited exception of unsolicited items of nominal value.

### D. Enforcement

Disciplinary Actions will be applied for violations of such standards by officers, employees, board members, or agents of the District at the board's discretion.

## **VII. Financial Management**

### A. Identification.

The District will identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification include, as applicable, the CFDA title and

number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

#### B. Financial Reporting

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

#### C. Accounting Records

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

#### D. Internal Controls

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

#### E. Budget Control

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

#### F. Payment Methods

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

to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

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

#### G. Allowability of Costs

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

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

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

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

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

While the deduction method is the default method, the District always refers

to the grant award notice prior to determining the appropriate use of program income.

#### I. Cost Sharing or Matching

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

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

#### J. Documentation of Personnel Expenses

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

### **VIII. Other Contract Matters.**

#### A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.~~326~~-327 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

#### B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus

area firms are used when possible consistent with state law.

To the maximum extent practicable, the school food program shall purchase domestic commodities or products produced in US or processed in US substantially using agricultural commodities produced in US.

### C. Record Keeping

#### 1. Record Retention

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

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

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

2. Maintenance of Procurement Records

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

b) Retention of procurement records shall be in accordance with applicable law and Board policy.

D. Privacy

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

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

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

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

## **3004.1**

### **Fiscal Management for Purchasing and Procurement Using Federal Funds**

#### **I. Applicability of Policy**

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

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

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

#### **II. Procurement System**

The District maintains the following purchasing procedures.

##### **A. Responsibility for Purchasing**

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

## B. Methods of Purchasing

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

### 1. Purchases up to ~~\$10,000~~15,000 (Micro-Purchases)

Micro-purchase means an individual procurement transaction for supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed ~~\$10,000~~15,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

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

### 2. Purchases between ~~\$10,000~~15,000 and ~~\$250,000~~350,000 (Simplified Acquisition Procedures)

Simplified acquisitions are purchases that, in the aggregate amount, are more than ~~\$10,000~~15,000 and less than ~~\$250,000~~350,000 annually. For simplified acquisitions, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

### 3. Purchases Over ~~\$250,000~~350,000

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

For purchases over ~~\$250,000~~350,000, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement. If sealed bids are not accepted for a purchase of over ~~\$250,000~~350,000, the district will retain an explanation for that decision.

#### b) Contract/Price Analysis

The District performs a cost or price analysis in connection with every procurement action in excess of ~~\$250,000~~350,000, including contract

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

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

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
  - 1) The procurement transaction can only be fulfilled by a single source;
  - 2) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;
  - 3) The federal awarding agency or pass-through entity expressly authorizes written approval of noncompetitive proposals in response to a written request from the District; or
  - 4) After solicitation of a number of sources, competition is determined inadequate.
- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds ~~\$250,000~~\$350,000.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **C. Favors and Gifts**

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

### **D. Enforcement**

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

## **IV. Property Management Systems**

### **A. Property Classifications**

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$10,000.
2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the

capitalization level established by the District for financial statement purposes or \$10,000, regardless of the length of its useful life. 2 C.F.R. §200.94.

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

## **B. Inventory Procedure**

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

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

## **C. Inventory Records**

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

1. Serial number;
2. District identification number;
3. Manufacturer;

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

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

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

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

#### **E. Maintenance**

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

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

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

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

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the federal award, and the District will not encumber the

property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

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

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

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

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

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

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

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

#### **K. Depreciation**

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

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

The district will comply with federal interest reporting and submit annual reports, if required, regarding a real property interest due to a renovation, major remodeling, construction, or real property project funded by federal grant funds.

#### **V. Financial Management**

## **A. Identification**

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

## **B. Financial Reporting**

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

## **C. Accounting Records**

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

## **D. Internal Controls**

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

## **E. Budget Control**

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

## **F. Payment Methods**

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

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

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

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

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

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

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

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior

approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

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

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

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

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

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

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

## **VI. Written Compensation Policies**

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

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. This includes an employee whose salary is paid with state or local

funds but is used to meet a required “match” in a federal program. These documents, known as time and effort records, are maintained in order to charge the costs of personnel compensation to federal grants. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

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

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

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

#### **C. Fringe Benefits**

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

#### **D. Leave**

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

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

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

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

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

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

### **A. Required Terms**

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

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

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

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

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

### **C. Record Keeping**

#### **1. Record Retention**

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show

compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

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

## 2. Maintenance of Procurement Records

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

- b) Retention of procurement records shall be in accordance with applicable law and Board policy.

**D. Privacy**

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

**E. Travel Costs**

All travel expenses paid with federal grant funds shall meet the federal requirements such as:

- (1) All travel costs must be reasonable and necessary;
- (2) All travel costs must be consistent with District policy; and
- (3) All travel costs must be directly related to the grant award.

In addition, all travel expenses funded with federal grant funds must be preapproved by the Superintendent or designee. The state per diem rates for lodging shall be used to determine that maximum amount charged to a federal grant. For reimbursement of meals, the per diem rate and rules set by the State of Nebraska through the Nebraska Department of Administrative Service's Expense Reimbursement Document "ERD" Guidelines will apply. There will be no reimbursement for breakfast if the staff member's lodging provides continental breakfast at no cost. For reimbursement for mileage or fuel, the State of Nebraska mileage rate will apply. If a District-owned vehicle is available for travel, the District-owned vehicle must be utilized unless preapproved by the Superintendent or designee. All expenditures claimed by staff must include receipts and a completed voucher.

Adopted on: \_\_\_\_\_  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

## 3048 Communicable Disease

The ~~school~~ district strives to provide a safe environment for both students and staff while safeguarding the rights of all students and employees, including those with communicable diseases. [The district complies with Neb. Rev. Stat. §§ 79-217 to 79-223 and Title 173 Nebraska Administrative Code, Chapter 3.](#)

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

~~**School Attendance and Participation in School Sponsored Activities.** A student who has been~~**Definitions.** [Terms used in this policy have the meanings given in 173 NAC 3-002. A "reportable communicable disease" means a disease that must be reported under 173 NAC, Chapter 1.](#)

~~**Signs and Symptoms; Sending Students Home.** Staff will watch for signs and symptoms of contagious or infectious disease. These signs and symptoms include fever, flushed face, headache, body aches, unexplained tiredness, loss of appetite, stomach ache, nausea, vomiting, diarrhea, convulsions, sore throat, nasal congestion or discharge, unexplained skin eruption, and sore or inflamed eyes. The district will notify the parent or guardian of the student's signs or symptoms. Upon notice, the parent or guardian must immediately cooperate with the district to arrange safe transportation home or another appropriate caregiver for the student. The district will report any failure to reasonably cooperate with the district to the Department of Health and Human Services or local law enforcement as appropriate.~~

~~**Notice to School Authority.** When the district sends a student home for a suspected contagious or infectious disease, the principal or school nurse will notify the superintendent or designee without delay.~~

~~**Reports to Public Health.** The school nurse, or a person acting in the capacity of a school nurse, will report each case or suspected case of a reportable communicable disease. The report must go to the local public health department or the Nebraska DHHS Division of Public Health as provided in 173 NAC 1-007.04.~~

~~**Exclusion From School.** The district will exclude a student with a confirmed communicable disease for at least the minimum isolation period in Attachment 1 to 173 NAC, Chapter 3. The student must be free of acute signs and~~

symptoms. The student must be fever-free for 24 hours without fever-reducing medication before returning to school.

### **School Attendance and Participation in School Sponsored Activities.**

The district will provide educational services to a student diagnosed with a communicable disease shall be provided with educational services in accordance with state law and board policy. Generally, individuals with a communicable disease will be restricted only to the extent necessary as required by law. The district will restrict the student as needed to prevent the transmissionspread of the disease, to protect theirthe student's health and rights of privacy, and to protect the health and safety of others. The decision regarding a student's education program and placement shall be made on an individual basis in light of current medical and educational information and recommendations. These will be determined by the superintendent, the student's Section 504 or Individualized Education Program (IEP) team, or the district's Crisis Team. In addition, participation in Nebraska School AthleticParticipation in Nebraska School Activities Association (NSAA) events will beis subject to itsNSAA rules and procedures, if anythe provisions of the district activity handbook.

### **Infection and Exposure Control Procedures/Universal Precautions.**

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

The superintendent will take appropriate measures if there is an **Outbreaks.** In an outbreak or epidemic or outbreak of a communicable disease which may include, but is not limited to, the emergency exclusion or alternative placement of superintendent may exclude students, reassign students, or close one or more schools. The superintendent will coordinate with the closure of a school building or the entire school district. local health department and the Nebraska Department of Health and Human Services as needed.

**Confidentiality.** The existence of an individual'sdistrict will keep information about a person's communicable disease shall be treated as confidential and will be limited to school. The district will share information only with staff on a "need-to-know" basis. If it is necessary toWhen the district must inform a person of another'sabout another person's condition (due to exposure, for instance), the person will be notified of, the confidentiality ofdistrict will inform that disclosure. In addition, any communicationperson of the duty to keep the information confidential. The district will communicate about a student's

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

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

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

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

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

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

## **3057 Title IX Policy**

As required by Title IX of the Education Amendments of 1972, it is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities, or in regards to admission or employment. Any person may report sex discrimination, including sexual harassment. This report may be made by any means to the district's Title IX Coordinator, who can be contacted at [Office Address], [Email Address], [Telephone Number]. Any other inquiries regarding the application of this policy should be referred to the Title IX Coordinator.

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

- **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- **Formal complaint** means a document or electronic submission filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment and requesting that the district investigate the allegation of sexual harassment. At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity.
- **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.
- **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.
- **Sexual harassment** means conduct on the basis of sex where (1) An employee of the district conditions the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct; (2) An individual experiences unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies the person equal access to the district's education program or activity; (3) An individual experiences a sexual assault, dating violence, domestic violence, or

stalking as further defined below. Any report of conduct not meeting these definitions will not require the grievance procedure described in this policy.

- **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:
  - **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.
    - **Rape**—(Except Statutory Rape) Penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, or by a sex-related object. The carnal knowledge of a person, without the consent of the victim, This definition includes including instances in which where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity (including due to the influence of drugs or alcohol) or because of age. Physical resistance is not required on the part of the victim to demonstrate lack of consent.
    - ~~**Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity~~
    - ~~**Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity~~
    - **Criminal Sexual ContactFondling**—The intentional touching of the clothed or unclothed private body parts of another person for the purpose of sexual gratification, without the consent of the victim for the purpose of sexual degradation, sexual gratification, or sexual humiliation. The forced touching by the victim of the actor's clothed or

unclothed body parts, without consent of the victim for the purpose of sexual degradation, sexual gratification, or sexual humiliation. This offense includes instances where the victim is incapable of giving consent because of age or incapacity due to temporary or permanent mental or physical impairment or intoxication for the purpose of sexual degradation, sexual gratification, or sexual humiliation., including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

- ~~Unlawful Sexual Intercourse~~ **Sex Offenses, Non-forcible—**  
(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.
  - **Incest**—Non-forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
  - **Statutory Rape**—Non-forcible sexual intercourse with a person who is under the statutory age of consent
- **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—
  - who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - The length of the relationship.
    - The type of relationship.
    - The frequency of interaction between the persons involved in the relationship.
- **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim

who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

- **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—
  - fear for his or her safety or the safety of others; or
  - suffer substantial emotional distress.
- **Supportive measures** are non-disciplinary, non-punitive individualized services offered without fee that do not unreasonably burden the parties. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures.

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

## **Response to Sexual Harassment**

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

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

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

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

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

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

## **Grievance Procedure**

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

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

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

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

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

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

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

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

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

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

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

The district will provide written notice of the date, time, location, participants,

and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate.

All parties will have an equal opportunity to inspect and review evidence obtained as part of the investigation if that evidence is directly related to the allegations raised in a formal complaint. The parties will have no less than 10 calendar days to review the evidence and submit a response. The investigative report will fairly summarize the relevant evidence and the investigator will send the finalized report to all parties and their advisors.

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

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

- Identification of the allegations potentially constituting sexual harassment;
- A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- Findings of fact supporting the determination;
- Conclusions regarding the application of the district's code of conduct to the facts;
- A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary

sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

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

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

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

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

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

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

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

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

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

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

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

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

The district will also create records documenting any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken. The district will maintain these records for a period of seven years.

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

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

**Notification of Policy.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106,

in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

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

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

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

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

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

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

## 4017

### Relations with Employee Collective Bargaining Associations

The board of education recognizes the right of staff members to belong to professional employee organizations ~~or bargaining purposes pursuant to state statutes.~~ The board will negotiate with employee associations ~~organizations~~ that have been established ~~certified or recognized~~ in accordance with public employee bargaining statutes ~~and will negotiate with local collective bargaining unit representatives at mutually agreeable times.~~ The board or administration will coordinate with certified or recognized organizations for purposes of collective bargaining.

~~To facilitate an amicable relationship between the district and any local employee associations, the~~ The district will allow professional employee associations ~~organizations~~ to make reasonable use of district facilities for meetings outside the school's ~~district's~~ and the employees' work hours. With administrative approval, associations ~~organizations~~ may use district resources, post notices of meetings, and provide other information on bulletin boards designated for this purpose, and use district e-mail and mail boxes ~~mailboxes~~ for delivery of employment-related ~~information specific to the organization.~~ Associations ~~Organizations~~ must pay for all supplies used, damage caused, or the loss or theft of borrowed property.

For purposes of recruiting new members, organizations may host or attend certain meetings of certificated staff outside the district's and the employees' work hours. Attendance at any staff meetings does not include all-staff, building-level, committee, or other meetings called by the district, unless those meetings are open to other organizations or if required by law.

Unless otherwise specified in this policy or permitted law, organizations will be treated equally, and the district will not designate any day or break by reference to any specific organization.

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

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

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

## 4019 Workplace Injury Prevention and Safety Committee

The school district is committed to providing and maintaining a safe work environment, and to taking reasonable precautions for the safety of the students, employees, visitors, and all others having business with this school district. Every employee should show concern for the safety of fellow employees, students, and members of the public. The district shall have a safety committee as required by Nebraska law. Members of the safety committee ~~shall~~may be established through the collective bargaining process.

The committee ~~shall~~will adopt and maintain a written injury prevention program. The committee ~~shall~~will participate in the development of safety education, training, and the establishment of safety rules, policies and procedures pursuant to this policy, the district's written injury prevention program, or as otherwise provided by law. Training for employees ~~shall~~will be conducted annually.

The workplace injury prevention and safety committee ~~shall~~will maintain minutes of all meetings and file them in the district office. The committee ~~shall~~will implement accident investigation, record keeping procedures, safety rules, safety and health training, and policies. The district ~~shall~~will maintain records for at least three years, or longer if directed by the Department of Labor.

The committee ~~shall~~will meet at least once every three months or more frequently in the event of an employee complaint or of a job-related injury or death. The workplace injury prevention and safety committee ~~shall~~will keep written minutes of all meetings, and provide a copy to the superintendent or designee who ~~shall~~will maintain the minutes in the district's administrative offices for a period of at least three years, unless otherwise instructed by the Department of Labor.

The workplace injury prevention and safety committee ~~shall~~will develop an injury prevention plan and present it to the board. The plan should be developed and presented in the spirit of employees working together in a cooperative, non-adversarial effort to promote safety at the work sites within the district.

The superintendent or designee ~~shall~~will assure that the safety training for employees is reviewed annually or more frequently, if needed. He or she ~~shall~~will provide the following, as set forth in the initial written Employer's Injury Prevention Plan:

1. Initial safety orientation on rules, policies, and job specific procedures for new employees or employees who are assuming new and different duties within the school district, if appropriate.
2. Job specific training for employees before they perform potential hazardous work.
3. Periodic refresher training and dissemination of information on an annual basis, or more frequently if so designated by the administrator, for employees regarding the injury prevention plan of the unit and safety rules, policies, and procedures pertaining to safety within the school district.

In the event of a death in the workplace, the workplace injury prevention and safety committee ~~shall~~will forward to the Department of Labor within 15 working days a copy of any review of the matter made by the workplace injury prevention and safety committee.

The superintendent or designee ~~shall~~will establish or cause to be established record-keeping procedures to control and maintain all accident and injury records pertaining to accidents and injuries within the district or activities under the control of the district. Such records ~~shall~~will be kept for at least three years, or longer if so advised by the Department of Labor.

The workplace injury prevention and safety committee will confer with the district's crisis team and ~~shall~~will review the district's All-Hazard School Safety Plan upon its adoption by the crisis team.

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

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

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

## **4065 Staff Use of AI Tools**

As used in this policy, artificial intelligence tools (“AI Tools”) means machine-based resources that use computer science, algorithms, large language models, and/or machine learning to perform tasks, answer questions, collect information, and respond to human-directed tasks, queries, and objectives. AI Tools include, but are not necessarily limited to, commercially-available resources like ChatGPT, Gemini, Claude, and similar technologies. The board wants to encourage staff to use AI tools to support student learning in safe and lawful ways.

This policy works together with the district’s policies on Student Use of AI Tools, Staff Internet and Computer Use, and Staff and District Social Media Use.

**Tool Approval.** Staff may not use an AI Tool with students or with student information unless a member of the district’s administration has approved it. To use a new tool, staff must request approval from his/her supervising administrator first. Before approving a tool, the district will review the vendor’s privacy and security practices, the kind of student information the tool would use, and whether a written data-sharing agreement with the vendor is required. The district will keep a list of approved AI Tools and the allowed uses for each.

### **I. Staff Expectations for Use of AI Tools in Education**

**A. Acceptable Use of AI Tools.** Staff members must use their own professional oversight for any task they use AI Tools to complete and must carefully review the outputs of all AI Tools. Staff may use approved AI Tools to help with things like:

1. Drafting lesson plans, learning goals, and activities;
2. Assisting in initial review and feedback of student work;
3. Making reading passages or practice problems at different levels;
4. Drafting general messages like newsletters or announcements;
5. Finding resources or summarizing public information;
6. Drafting routine communications.

**B. Protecting Student Information.** Staff may upload student information into an AI Tool only when (a) the tool is district-approved, and (b) the vendor is bound by a written data-sharing agreement with terms that meet FERPA, COPPA, PPRa, and applicable state student data privacy laws. For this purpose, student information includes student names, ID numbers, education records, IEPs, Section 504 plans, evaluations, health records, and discipline records. This rule applies whether the staff member uses a district account, a personal account, a free version, or a paid version.

**C. Recording and Transcription Tools.** Staff may use AI recording or transcription tools only if:

1. The transcription tool has been approved by an administrator for use in the school context; and
2. All participants to the meeting are informed that the staff member is recording or transcribing the meeting.

The resulting recording or transcript may be subject to the district's retention and confidentiality policies.

**D. Unacceptable Use of AI Tools in Education.** Staff may never use AI tools to:

1. Upload FERPA-protected information about students without the express, written authorization from administrators who have assured themselves that such disclosure is lawful;
2. Relying solely on an AI Tool to grade student work that counts toward a grade or transcript or otherwise evaluate student academic progress;
3. Make or share deepfakes or fake images, audio, or video of any real person.
4. Make or share sexual or intimate images of any real person—even if the image is AI-generated;
5. Use AI to harass, bully, threaten, or impersonate any student, staff member, parent, board member, or community member;
6. Use AI to watch, track, or scan faces of students or staff outside of systems the board has approved;
7. Upload materials to AI if the copyright or license does not allow it;

8. Share district AI accounts or passwords with students or others;
9. Use district AI accounts for personal or business reasons; or
10. Use AI to bypass district network security, content filters, or device controls.

If any staff member is uncertain about the application of this policy to any AI Tool use, the staff member will check with a supervising administrator before use.

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

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

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

**4056**  
**Resignation of Certificated Staff**

Certificated staff members who know they will not be returning to employment at the school district for the following school year are encouraged to submit their resignations as early as possible, to enable the board to find suitable replacements. Unless otherwise required by law or contract, the following resignation requirements apply.

**SELECT ONE OF THE FOLLOWING PARAGRAPHS**

Staff members who submit their resignations to the board of education by the earlier of (a) April 15th or (b) the date designated in a written request of the school board or the administrators to accept employment for the next school year pursuant to section 79-829 (provided that such acceptance date may not be earlier than March 15<sup>th</sup> of each year) will be released from the next school year's contract. Staff members who refuse to fulfill their contractual obligations will be reported to the Commissioner of Education Professional Practices Committee of the Nebraska Department of Education.

**OR**

Staff members who submit their resignations to the board of education after \_\_\_\_\_ but before \_\_\_\_\_ **[insert whatever date your district uses]** will be released from the next school year's contract so long as the board is able to obtain the services of a suitable replacement. Suitability determinations will be made solely by the district and will be based upon, but not limited to, experience, quality, availability of adequate candidates, effect on extracurricular programs, class offerings, and effect on students. Staff members who refuse to fulfill their contractual obligations will be reported to the Commissioner of Education Professional Practices Committee of the Nebraska Department of Education.

Adopted on: \_\_\_\_\_  
Revised on: \_\_\_\_\_  
Reviewed on: \_\_\_\_\_

## **5035 Student Discipline**

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in this policy and the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, referral to restorative justice practices or services, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a ~~parent or guardian~~Parent to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

Any disciplinary action taken by staff must be consistent with the requirements of other applicable laws, including but not limited to the IDEA, Section 504, and Title IX.

In this policy, references to "Principal" shall include building principals, the principal's designee, or other appropriate school district administrators.

"Parent" means parent, guardian, or educational decisionmaker of the student. "Educational decisionmaker" means a person designated or ordered by a court to make educational decisions on behalf of a child.

Any statement, notice, recommendation, determination, or similar action specified in this policy shall be effectively given at the time written evidence thereof is delivered personally to or upon receipt of certified or registered mail or upon actual knowledge by a student or his or her ~~parent or guardian~~Parent.

Any student who is suspended or expelled from school pursuant to this policy may not participate in any school activity during the duration of that exclusion including adjacent school holidays and weekends. The student activity eligibility of a student who is mandatorily reassigned shall be determined on a case-by-case basis by the principal of the building to which the student is reassigned.

### **Pre-Kindergarten through Second Grade Students**

Notwithstanding any other provision of this policy, an elementary school shall not suspend a student in pre-kindergarten through second grade unless the student:

1. ~~B~~brings a deadly weapon as defined in section 28-109 onto school grounds, into a vehicle owned, leased, or contracted by a school being used for a school purpose or into a vehicle being driven for a school purpose by a school employee or his or her designee, or at a school-sponsored activity or athletic event; or
2. Engages in violent behavior capable of causing physical harm to another student or school employee.

As an alternative to suspension, the school district may take any action authorized by law, including those provided in section 79-258.

### **Makeup Work for Suspended Students**

Any student who is suspended must be given an opportunity to complete any classwork and homework missed during the period of suspension, including, but not limited to, examinations ("makeup work"). Any makeup work must be completed and turned in within 2 school days after completion of the suspension. This makeup guideline shall be provided to the student and a ~~parent or guardian~~Parent at the time of suspension. Suspended students may not be required to attend the school's alternative program for expelled students in order to complete classwork or homework.

### **Short-Term Suspension**

The Principal may exclude students from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,
2. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to

further school purposes, or to prevent an interference with school purposes.

2. ~~Prior~~ After the principal has determined that a short-term suspension is necessary, but prior to commencement of the short-term suspension, the student and the Parent will be given oral ~~or~~ and written notice of the charges against the student. They ~~student~~ will be advised of what ~~he~~ or she the student is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to ~~explain and present evidence of~~ the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal will send a written statement to the student, and the student's ~~parent or guardian~~ Parent, describing:
  - a. ~~The~~ student's conduct, misconduct or violation of the rule or standard ~~and~~;
  - b. ~~The~~ reasons for the action taken;
  - c. The actions made by the school to try to discontinue or alleviate the behavior of the student prior to considering suspension;
  - d. Resources the school is able to provide or recommend to assist the student; and
  - e. How the school plans to handle such behavior in the future, including an actionable plan aimed at maximizing strategies to keep the student in school.
- 3.4. ~~An~~ opportunity will be given to the student, and the student's ~~parent or guardian~~ Parent, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school and shall document such effort in writing. The Principal shall determine who, in addition to the ~~parent or guardian~~ Parent, is to attend the conference. If no conference has been held, a Parent may submit a written request to the suspending principal before the student returns to school.
- 4.5. Students who are short-term suspended must be given the opportunity to complete classwork and homework missed during the period of suspension, including but not limited to examinations, as provided herein.

## **Emergency Exclusion**

Students may be emergency excluded from school pursuant to the board's separate policy on emergency exclusion or state law.

## **Weapons and/or Firearms**

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

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

**Exceptions Regarding Firearms and Weapons.** The only exceptions for a student to bring or possess a weapon, including a firearm, are as follows:

1. The issuance of firearms to or possession of firearms by members of the Reserve Officers Training Corps when training or
2. Firearms which may lawfully be possessed by the person receiving instruction under the immediate supervision of an adult instructor who may lawfully possess firearms.

**Consequences - Firearm.** Any student who brings a firearm, as that term is defined in 18 United States Code 921, to school will be expelled from school for one calendar year. The superintendent of schools and the board of education shall have the authority to modify the expulsion requirement on a case-by-case basis.

**Consequences – Weapon.** State law and this policy provide that any student who violates this policy by knowingly bringing, possessing, handling or transmitting a weapon, other than a firearm, on school grounds, in a school owned vehicle, or at a school activity or event off school grounds may be suspended on a long-term basis, mandatorily reassigned, or expelled for the remainder of the school year in which the expulsion takes effect (if the misconduct occurs during the first semester) or the remainder of the second semester, summer school, and the first semester of the following school year (if the misconduct occurs during the second semester).

**Confiscation of Firearms and Weapons.** Administrative and teaching personnel are statutorily authorized, without a warrant, to confiscate any firearm or weapon possessed in violation of this policy. Any firearm that is

confiscated by school personnel shall be delivered to a peace officer as soon as practicable. Such firearms are subject to being destroyed by law enforcement authorities.

**Report to Law Enforcement Authorities.** All school personnel are required to report any violation of this policy to a principal or the superintendent of schools. Pursuant to state and federal law, school personnel are required to report to law enforcement authorities when a student brings a firearm to school.

### **Long-Term Suspension**

Students may be excluded by the Principal from school or any school function for a period of more than five school days but less than twenty school days (long-term suspension) for any conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is set forth below.

### **Expulsion**

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.
2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's ~~parent or guardian~~Parent. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted

for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.

3. **Suspension of Enforcement of an Expulsion:** Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.
4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students, or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.
5. **Conclusion of Expulsion.** At the conclusion of an expulsion, the school district will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

### **Grounds for Long-Term Suspension, Expulsion or Mandatory Reassignment:**

The following conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, subject to the procedural provisions of the Student Discipline Act, NEB. REV. STAT. § 79-254 through 79-296, when such activity occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event:

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes. The board has determined that the use of synthetic media such as deepfakes may constitute "similar conduct";
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;

4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
  - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
  - b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health

- and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
- c. Violating school bus rules as set by the school district or district staff;
  - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
  - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
  - f. Possession of pornography, including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
  - g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically), including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
  - h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/newcomers; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
  - i. Bullying which shall include cyberbullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and

posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;

- j. Violations of the district's acceptable computer use policy;
- k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- l. Using any object to simulate possession of a weapon;
- m. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation;
- n. Violation of the school's audio and video recording policy; and
- o. Any other violation of any board policy, handbook provision, or rule or regulation established by a school district staff member pursuant to authority delegated by the board.

### **Due Process Afforded to Students Facing Long-term Suspension or Expulsion**

The following procedures shall be followed regarding any long-term suspension, expulsion, or mandatory reassignment:

1. The decision to recommend discipline shall be made within two school days after learning of the alleged student misconduct. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's ~~parents or guardian~~Parent with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
  - a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;

- b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
  - c. Resources the school is able to provide or recommend to assist the student;
  - b.d. How the school plans to handle such behavior in the future, including an actionable plan aimed at maximizing strategies to keep the student in school;
  - c.e. A statement that, before long-term suspension, expulsion, or mandatory reassignment can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork or;
  - d.f. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
  - e.g. A statement that the principal, legal counsel for the school, the student, the student's parentParent, or the student's representative or-guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
  - f.h. A form on which the student, the student's parent, or the student's-guardianParent may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail to the address provided on the form.
- 3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
- 4. Nothing in this policy shall preclude the student, the student's parents, guardianParent, or representative from discussing and settling the

- matter with appropriate school personnel prior to the time the long-term suspension, expulsion, or mandatory reassignment takes effect.
5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall recommend appointment of a hearing examiner within two school days after receipt of the hearing request. The student or the student's ~~parent or guardian~~Parent may request designation of a hearing examiner other than the hearing examiner recommended by the superintendent if notice of the request is given to the superintendent within two school days after receipt of the superintendent's recommended appointment. Upon receiving such request, the superintendent must provide one alternative hearing examiner who is not an employee of the school district or otherwise currently under contract with the school district and whose impartiality may not otherwise be reasonably questioned. The student or the student's ~~parent or guardian~~Parent must, within five school days, select a hearing examiner to conduct the hearing who was recommended or provided as an alternative hearing examiner, and shall notify the superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of such notice.
  6. The hearing examiner must, within two school days after being appointed, give written notice to the principal, the student, and the student's ~~parent or guardian~~Parent of the time and place for the hearing.
  7. The hearing shall be held within a period of five school days after appointment of the hearing examiner, but such time may be changed by the hearing examiner for good cause with consent of the parties. No hearing shall be held upon less than two school days' actual notice to the principal, the student, and the student's ~~parent or guardian~~Parent, except with the consent of all the parties.
  8. The principal or legal counsel for the school, the student, ~~and the student's parent, guardian, Parent,~~ or representative have the right to receive a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession of the school board or board of education no later than forty-eight hours prior to the hearing.
  9. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing examiner. The hearing will be held according to the requirements of section 79-269. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
  10. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294).

### **Reporting Requirement to Law Enforcement**

Violations of this section will result in a report to law enforcement if:

1. The violation includes possession of a firearm;
2. The violation results in child abuse;
3. It is a violation of the Nebraska Criminal Code that the administration believes cannot be adequately addressed solely by discipline from the school district;
4. It is a violation of the Nebraska Criminal Code that endangers the health and welfare of staff or students;
5. It is a violation of the Nebraska Criminal Code that interferes with school purposes;
6. The report is required or requested by law enforcement or the county attorney.

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

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

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

## 6038

### Use of Artificial Intelligence by Students Student Use of AI Tools

As used in this policy, artificial intelligence tools (“AI Tools”) mean machine-based resources that use computer science, algorithms, large language models, and/or machine learning to perform tasks, answer questions, collect information, and respond to human-directed tasks, queries, and objectives. AI Tools include, but are not necessarily limited to, commercially-available resources like ChatGPT, Gemini, Claude Google Bard, and similar programsother chatbots.

~~The board recognizes that among other resources, when properly used, AI Tools may be useful to student learning. However, students and staff must ensure that provide valuable source information to students and teachers in relation to the district’s academic curriculum and assignments. S~~student use of AI Tools should focus on using such tools as a resource and for background material, rather than using the AI Tools to complete the assignment. Therefore, AI Tools may only be used by students in accordance with the following requirements:

1. ~~Students may not use AI tools on any assignment, test, or project unless the staff member has given express permission for the student to do so. Staff Member permission to use an AI tool on one assignment does not carry over to other assignments. Unless an individual teacher affirmatively communicates to students that AI Tools may be used for a specific assignment, then AI Tools may not be used. Individual teachers staff members~~ will decide for each individual assignment the extent to which students may use AI Tools ~~for such assignment. Teachers are encouraged to make such a decision in advance of students being given the individual assignment in question.~~
2. ~~Teachers will communicate to all students responsible for completing an assignment the extent to which such students may use AI Tools in connection with such assignment. Teachers will endeavor to include in such communications examples of permissible and impermissible uses of AI Tools.~~
- 3.2. ~~\_\_\_\_\_~~ If a student uses any AI Tools in connection with a school assignment, the student must ~~comply with the following:~~
  - a. ~~Tell the teacher~~ The student must explicitly disclose to the teacher in writing that the student used an AI Tool and identify the specific AI Tool used.

~~b.a. Give In any student work (whether hard copy, electronic, digital, or otherwise), the student shall give~~ proper attribution to the specific AI Tool(s) used to the same extent that students are expected to give proper attribution to other sources of information such as books, texts, encyclopedias, secondary sources, and other traditional media. Such attribution may include, but is not necessarily limited to, accurate quotations, citations, footnotes, endnotes, and/or bibliography entries.

~~e.b. Never copy and paste In no instance may~~ the output from ~~one the or more~~ AI Tool\_s be copied and placed within ~~into the a~~ student's work as if the student wrote such section himself or herself. ~~For example and not limitation, students may not outsource the organization or the writing of any written work to any AI Tool.~~

3. Students may never use AI Tools to:

- a. Cheat on any assignment, test, or quiz;
- b. Help answer questions on a test or quiz without staff member permission;
- c. Make or share deepfakes or fake images, audio, or video of any real person;
- d. Make or share sexual, nude, or intimate images of any real person—even if the image is fake or AI-made;
- e. Bully, harass, threaten, intimidate or impersonate any person;
- f. Place another student or staff member name, photo, voice, or personal information into an AI Tool without staff member authorization;
- g. Use AI Tools to bypass accommodations, content filters, or school security.

4. A student may use AI Tools as an accommodation if his/her IEP team or Section 504 committee has approved use of the tool. The student must disclose the use of AI Tools to the staff member grading the assignment.

4.5. A student's failure to meet the requirements stated in this policy will constitute a violation of the district's prohibitions against cheating plagiarism and/or academic dishonesty, including but not necessarily limited to such prohibitions stated in the Student Handbook, which violation will subject the student to discipline up to and including expulsion.

5.6. The student requirements stated above are the minimum requirements for any student assignment. An individual teacher may

impose more stringent requirements for any specific academic assignment or coursework.

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

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

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

## 2008 Meetings

The formation of policy is public business and will be conducted openly in accordance with the Nebraska Open Meetings Act.

### 1. Types of Meetings

- a. The board shall hold its regular meetings on or before the third Monday of each month.
- b. Special and emergency meetings may be called as provided by law.
- c. The board may schedule work sessions and retreats in order to provide board members and administrators with the opportunity to plan, research, and engage in discussion.

### 2. Notice

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

**Method of Publishing Notice of Meetings.** The board will publish reasonable advanced notice of all meetings on its website. The notice will contain a statement that the current agenda is available for inspection at the Superintendent's office during normal business hours. The Superintendent or designee may but is not required to provide information about meetings in other ways, such as social media or posting notices in physical locations in the district.

**Publication of Notice Method and Regular Meeting Schedule.** Four times per year, in a newspaper of general circulation, the board will publish its regular meeting schedule, location of regular meetings, and the designated method of publishing meeting notices.

~~**Publication Procedure if the Newspaper Will Be Finalized for Printing Prior to the Time and Date of Meeting.** Notice of regular and special meetings shall be (1) published in a newspaper of general circulation with the district that is finalized for printing prior to the time and date of the meeting, (2) posting on the newspaper's website, if available, and (3) posting on a statewide website, if available, established and maintained as repository for~~

such notices by a majority of Nebraska newspapers.

**Publication Procedures if the Newspaper Will not Be Finalized for Printing Prior to the Time and Date of the Meeting.** Notice of regular and special meetings shall be (1) posting on the newspaper's website, if available, and (2) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority Nebraska newspapers if no edition of a newspaper of general circulation within school district's jurisdiction is to be finalized for printing prior to the time and date of the meeting.

Newspapers of general circulation in the district include the The Pawnee Republican. Such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the school during normal business hours. In addition, the superintendent is authorized, but not required, to publish the notice of any meeting on the school district's website, posting in three prominent places within the school district, or by any other appropriate method designated by the board.

In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the school district will (1) post the notice on its website, if available, (2) request the newspaper submit a post on a statewide website, if available, established and maintained as repository for such notices by a majority of Nebraska newspapers, and (3) post the notice in conspicuous public place in the school district's jurisdiction. The school district will keep a written record of the posting and the written request to the newspaper.

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes of the meeting, and any formal action taken in such meeting shall pertain only to the emergency. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public no later than the end of the next regular business day.

### 3. Weather Delays

In the event of inclement weather which makes it dangerous or unreasonable for board members or members of the public to attend a meeting for which notice has already been given, such meeting may be postponed by the board president. The board will communicate the delay to members of the public by posting it on the district's website and by following the same communication protocol that the district follows when student attendance at school is called off due to inclement weather. When possible, the board president and superintendent will attempt to communicate the information to

~~local media members and business owners to assist in notifying the public of the delay. Notice of the date, time, and location of the postponed meeting will be advertised as required in the "Notice" section above.~~

4. **3.Minutes**

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

**The Superintendent will make a copy of the Open Meeting Act available at all meetings.**

Adopted on: April 16, 2018

Revised on: August 13, 2025

Reviewed on: December 16, 2022

## 5001 Compulsory Attendance and Excessive Absenteeism

*"School success is 90 percent showing up; the other half is mental." Yogi Berra*

Research on policies and practices that effectively encourage regular student attendance share some key components:

1. Education of parents regarding school attendance requirements.
2. Effective policies and practices to monitor attendance.
3. Clear definition of excessive absenteeism and a two-stage response to excessive absences.

The board has considered this educational research and used it to create the following policy on Compulsory Attendance and Excessive Absenteeism.

### Required Attendance

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

### Mandatory Attendance Age

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

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

### Exceptions

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

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

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

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

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

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

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

### **Prohibition on Discontinuing Enrollment – Abuse or Neglect Investigation**

Upon notice from the Department of Health and Human Services, the District shall not facilitate the transfer or disenrollment of a student whose parent, guardian, or educational decisionmaker is subject to an active investigation by the Department for fourteen days or until further notice from the Department, whichever occurs first.

### **Attendance Officer**

Each building principal is designated as an attendance officer for the district. Each building principal, at his or her discretion, may delegate these responsibilities to any other qualified individual. The attendance officer is responsible for enforcing the provisions of state law relating to compulsory

attendance. This responsibility includes but is not limited to filing a report with the county attorney of the county in which a student resides. Compensation for the duties of attendance officer is included in the salary for the superintendent or designee.

**Expectations for Regular Attendance Excused Absences – Physical or Mental Illness**

Absences shall be excused by a parent, guardian, or educational decision maker, as defined in section 79-530, of the child for physical or mental illness and as documented by a credentialed health professional, provided the documentation supports such absence. In the instance of chronic illness, documentation shall be reviewed each semester.

**Excused Absences – Others**

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

- ~~1.~~ Physical or mental illness of the student (a physician's verification is required after four (4) consecutive days of absence for illness)
- ~~2.~~
- ~~3.~~1. Severe weather
- ~~4.~~2. Medical appointments for the student
- ~~5.~~3. Death or serious illness of the student's family member
- ~~6.~~4. Attending a funeral, wedding or graduation
- ~~7.~~5. Appearance at court or for other legal matters
- ~~8.~~6. Observance of religious holidays of the student's own faith
- ~~9.~~7. College planning visits
- ~~10.~~8. Personal or family vacations

**Excessive Absenteeism**

When a student receives 5 unexcused absences or the hourly equivalent in any semester, the Attendance Officer may send written notification of the student's absences to the student's parents or guardian. When a student receives 10 unexcused absences or hourly equivalent in any school year, the Attendance Officer will send written notification of the student's total

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

### **Attendance Incentives:**

Building principals will establish attendance incentives for their students. Those may include:

- Special Recognition of students who have 95% or greater attendance each quarter
- Excusal from certain classroom assignments (final exam, written report) for students with 95% or greater attendance each semester
- Special rewards (movie day, field day, extra recess) for students who have 95% or greater attendance

At the conclusion of each quarter building principals report to the board what incentives were implemented and the effectiveness of the incentive in improving student attendance and engagement.

### **When students are absent from school, district staff will respond as follows:**

#### **First Stage Response to Absences**

1. A member of district staff will contact parent via telephone for every absence if the parent has not contacted the school in advance.
2. After a student's fifth absence in any given quarter, the principal's office will send a letter home notifying the parent(s) of absences. The principal's office will facilitate a meeting with the student and parent(s) at the request of the parent(s).
3. Building principals must meet with teachers who have 10% of their students miss seven or more days of class in any given quarter to review strategies to increase student engagement. A consistent pattern of student absences from a teacher's classes may result in a formal remediation plan.
4. The superintendent must meet with the building principal if more than 10% of students miss seven or more days of class in any quarter to review strategies to improve the school building's climate. A consistent pattern of building-wide absenteeism may result in a formal remediation plan.

#### **Second Stage Response to Absences**

When a student has accrued 20 days of unexcused absences, or the hourly equivalent, the district may report the matter to the county attorney in the county where the student resides. ~~Students who accrue more than 20 absences in a school year shall be referred to the county attorney for action under NEB. REV. STAT. § 43-247(3)(a) and (b).~~

Adopted on: February 2019  
Revised on:  
Reviewed on: May 10, 2023

**Acknowledgment of Receipt**

I understand that consistent school attendance is required by state law. I also understand that student achievement is directly linked to excellent attendance. I have received the board of education's new policy on student attendance and have reviewed it.

Student Name \_\_\_\_\_

Student Signature \_\_\_\_\_

Date \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_

Date \_\_\_\_\_

**Commented [A1]:** This is not required, but the educational research shows a strong link between improved student attendance and clear communication of expectations to parents. At least in the first year of a new approach like this, it is probably a good idea to have a separate sign-off for the policy.



20



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