

Agenda

1. Osceola Public Schools Board of Education Information
2. Opening Procedures
 - 2.1. Call the Meeting to Order
 - 2.2. Roll Call
 - 2.3. Excuse Board Members Who Are Absent
3. Recognition of Visitors/Communications from the Public
4. Reports
 - 4.1. Maintenance Report
 - 4.2. AD Report
 - 4.3. Principals Reports
 - 4.3.1. Elementary Report
 - 4.3.2. MS/HS Report
 - 4.4. Superintendent's Report
 - 4.5. Annual Report to the Community
5. Action Items
 - 5.1. Consent Agenda
 - 5.1.1. Approval of the Previous Meeting's Minutes
 - 5.1.2. Treasurer's Report
 - 5.1.3. Payment of general fund claims in the amount of \$406,810.03
 - 5.2. Consider, discuss and take all necessary action on
 - 5.2.1. Consider, discuss, and take all necessary action to accept Gina Bossow as the Elementary teacher for the 2024-2025 school year.
 - 5.2.2. Consider, discuss and take all necessary action to approve student accident and catastrophic insurance policies.
 - 5.2.3. Discuss lunch prices for the 2024-2025 school year.
 - 5.2.4. Consider, Discuss, and take all necessary action to review the following School Board Policies for the 2024-2025 school year: 5018 Parent and Guardian Involvement In Education Practices, 5045 Student Fees Policy, 5054 Bullying, 5057 District Title I Parent and Family Engagement Policy.
 - 5.2.5. Review and consider amendment of the following policies: 2006 Complaint Procedure, 2008 Meetings, 2009 Public Participation at Board Meetings, 3003.1 Bidding for Construction, Remodeling, Repair, or Related Projects Financed with Federal Funds, 3004.1 Fiscal Management for Purchasing and Procurement Using Federal Funds, 3011 Transportation (Remove), 3017 Official Communication with the Public, 3032 Fees for School District Records, 3033 Lending Textbooks to Children Enrolled in Private Schools (Remove), 3053 Nondiscrimination, 3057 Title IX, 3059 Audio and Video Recording, 3060 Firearms and Weapons (New Policy), 4011 Employee Leave Under the Family Medical Leave Act, 4053 Conflict of Interest, 5001

Compulsory Attendance and Excessive Absenteeism, 5004 Option Enrollment, 5005 Option Transportation, 5008 Pregnant or Parenting Students, 5035 Student Discipline, 5052 School Wellness, 6025 Student Cell Phone or Other Electronic Devices (Optional), 6031 Emergency Exclusion, 6036 Reading Instruction and Intervention Services, 6039 Repeat of Grade at Parent-Guardian Request, 6040 Prekindergarten (Preschool or Early Childhood) Program (New Policy), 6041 Malcolm X Day Education, 6042 Projection Maps, 6043 Mapping Data

6. Next Meeting Dates and Times

6.1. Regular meeting, July 8, 2024, 6:00 PM at the Osceola Middle/High School Media Center.

7. Adjournment

Jeffrey Elementary's Internet Safety Report 2023-2024

All students kindergarten - 5th grade were taught internet safety during their tech times each week. Grade level specific lessons and activities were taught during the months of August and September. The lessons were taken from the web based Common Sense Education: digital-citizenship. These are the core ideas covered within the program:

- 1) Media Balance & Well-Being
- 2) Privacy & Security
- 3) Digital Footprint & Identity
- 4) Relationships & Communication
- 5) Cyberbullying, Digital Drama, & Hate Speech
- 6) News & Media Literacy

Here is how Common Sense explains their program:

"Designed and developed in partnership with Project Zero at the Harvard Graduate School of Education -- and guided by research with thousands of educators -- each digital citizenship lesson takes on real challenges and digital dilemmas that students face today, giving them the skills they need to succeed as digital learners, leaders, and citizens tomorrow."

[*https://www.commonsense.org/education/digital-citizenship](https://www.commonsense.org/education/digital-citizenship)

Kindergarten Multicultural Report 2024

Each year, we start the school year by talking about the importance of kindness and accepting others' differences. We read the story "Each Kindness" by Jacqueline Woodson, which describes the story of a young girl who moves to a new school and the other students avoid her because she is different from them. It is a very hard-hitting, emotional story, but the kids really start to understand that their interactions with others are so important. We also start the year talking about how all of us learn in different ways. I usually give the example that if three kids get hurt on the playground, one scrapes their knee, one breaks their arm, and one has a splinter. I ask them if I should give them all Band-aids to make their injury better. They say no, and we talk about how school is the same way, sometimes other kids will get to do different activities or read different stories based on what they need to succeed.

I believe that learning about different cultures, holidays, and ethnic groups is a good practice and part of the kindergarten standards. However, I believe that multicultural education is more than just learning about specific cultures or holidays. Multicultural education is teaching students how to communicate, accept differences, find their own identity within their culture or heritage, and to have positive interactions with others around them. This year, I implemented Kagan cooperative learning strategies to increase student involvement, teach students positive communication skills, and promote teamwork and a supportive environment. This is something I implemented throughout the whole year in my lessons.

Our new reading curriculum, Amplify CKLA, was a tremendous addition to our school and curriculums. I feel that the stories and topics connected with students of all backgrounds, and encouraged students to think outside of their small town comfort zone. Examples of topics include Native American culture and heritage, learning about the senses and people that live without certain senses (Ray Charles, Helen Keller), and different ways that farms operate around the world.

The main focus in kindergarten, in regards to multicultural education, is acceptance. It is always a struggle, but we work to make sure we include everyone, not just on the playground, but at lunch, in the classroom, and at home or in the community. Teaching problem solving strategies is important, and personally, I believe that it is crucial to make sure the student is trying to resolve their problem with another student *before* walking away. If students are walking away or avoiding their problems

with other people, they are not showing kindness, empathy, or love towards their neighbor. Those are qualities that I would like to see in my kindergarteners.

Multicultural Activities in First Grade

Throughout the school year my weekly lesson plans often revolve around a holiday for a “special day” to commemorate an important event.

Literature is one of the many ways that I incorporate multicultural education into the first-grade curriculum during story time. By sharing a favorite book with the class this introduces and enhances the multicultural event of the month.

The students are also engaged in meaningful learning with correlating enrichment activities that integrate these curriculum content areas: Reading, Writing, Social Studies, Science, Math, Music, and Art. I also emphasize critical thinking skills and cooperative learning. Songs, poetry, games, recipes, and patterns are some ways that give them a multicultural experience. Listed below are the multicultural activities the 1 st graders are exposed to:

September- Labor Day (Careers)

October- Columbus Day

November- Veteran’s Day

Thanksgiving (Study of Native Americans/Pilgrims)

December- Christmas Around the World

January- Martin Luther King Jr.

March- St. Patrick’s Day

May- Cinco de Mayo

OSCEOAL PUBLIC SCHOOLS

Multicultural Education

Report Form

1. Date of Occurrence:

January 8 – February 2

2. Nature of occurrence:

After Christmas break, we started reading our new skills book *The Job Hunt*. In this story, a girl named Kim goes to different parts of New York City to look for a summer job. Students learned not only about how different day-to-day living is in a big city but about all the people and their ethnicities who live there.

3. Core curriculum course in which the event occurred:

Reading/Social Studies

Nicci Kropatsch

Multi-Cultural Report for Third Grade

During the month of February, Black History month, students listened to many books involving important people such as Martin Luther King, Jackie Robinson and Rosa Parks.

Literature books read to the third graders were about a variety of different cultures. Students' reading textbook includes characters from different cultures. One entire unit focused on different explorers and how their expeditions affected the Native people to North America.

OSCEOLA PUBLIC SCHOOLS Multicultural Education Report Form

1. Date of Occurrence:

March 2024

2. Nature of Occurrence:

In this lesson, the class read a section about the different tribes that inhabited the Great Plains, the Great Basin, and the Plateau. As a class, we discussed the relationships between these tribes, according to their land and possessions. We discussed the importance of trading amongst these tribes and what they needed in order to survive the harsh conditions. We discussed the types of food they had to obtain in order to live off the land they lived. This included buffalo and many berries and crops they could grow, depending on their terrain. Next, we began introducing European settlers and the effect they had on the Native Americans. As a class, we created a T-Chart that showed the differences between the three tribes and the European settlers. I showed the class a few images of how Native American tribes made their life on the land. They were able to experience the houses in which they lived, their food, and the way they had to hunt to obtain their food. Students were then able to draw a picture of what the inside of their home would be if they were a part of these Native American tribes.

3. Core curriculum course in which the event occurred:

Reading

Jeffrey Elementary

June 10, 2024

Brett Webster

- Class schedule is coming together. It should be released to teachers this week.
- Teachers moving this year:
 - Mrs. Prosocki will be 5th Grade home room
 - Mrs. Kropatsch will be 4th Grade home room
- Multicultural/Technology Reports are also attached.
- Cleaning crew is doing a great job at the elementary school.

Board of Education Regular Meeting
Middle School/High School Media Center
565 Kimmel Street
Osceola, NE 68651
May 13, 2024 @ 6:00 PM

1. Osceola Public Schools Board of Education Information

Notice of this meeting was posted at the Jeffrey Elementary School, Osceola Middle School/High School, Pinnacle Bank of Osceola, and the Osceola Post Office on May 9, 2024. This notice was also published in *The Polk County News* on the same date. A copy of the agenda items is tentative and may be changed by the Board if necessary.

2. Opening Procedures

2.1. Call the Meeting to Order

President Michael Neujahr called the regular meeting to order at 6:00 PM and informed those in attendance that a current copy of the Open Meetings Act is posted in the meeting room, then directed the public to its location.

2.2. Roll Call

Jennifer Boruch:	Present	Michael Neujahr:	Present
Anthony Mestl:	Present	Jena Ockander:	Present
Daisy Naber:	Present	Eric Yungdahl:	Present

Also present were Superintendent Jason Lavaley, Principal Brent Breckner, Activities Director Evan Feezell and Debra Berry.

2.3. Excuse Board Members Who Are Absent

There were no board members absent.

3. Recognition of Visitors/Communications from the Public

There were patrons present.

4. Reports

4.1. AD Report

Activities Director Evan Feezell gave his written and oral report about: 9 athletes qualified for State Track; Baseball finished with a record of 6-10; adding more Osceola presence to the baseball co-op; possibly adding 6th grade girls to girls' middle school athletics; and 35 athletes have signed up for the summer weight program.

4.2. Principals Reports

4.2.1. Elementary Report

Elementary Principal Brett Webster was not at the meeting, but Superintendent Jason Lavaley presented Principal Webster's written report. The report stated that the NSCAS/Fastbridge testing is completed; AR field trip will be May 14th in Columbus at the YMCA; Preschool Promotion will be May 14th at 2:00 PM; classroom AR parties will be the last day of school; the

last day of school is May 16th with a 1:30 PM dismissal; a lot of community activities will be offered during the summer including Young Patriots, Vacation Bible School and 4-H; and 25 kindergartners are expected for the 2024-2025 school year.

4.2.2. MS/HS Report

Middle/High School Principal Brent Breckner gave his oral and written report about: the finishing of the school year with celebrations and testing; finishing of staff hiring; planning the schedule and course offerings; and exploring Ag and FCS offerings.

4.3. Superintendent's Report

Superintendent Jason Lavaley gave his written and oral report about: updates on the replacing of the football/track field lights; upcoming ESU #7 and NASB boardmanship meetings; legislative updates; NASB updates; and the Superintendent's calendar.

5. Action Items

5.1. Consent Agenda

To approve the consent agenda passed with a motion by Jennifer Boruch and a second by Anthony Mestl.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

5.1.1. Approval of the Previous Meeting's Minutes

5.1.2. Treasurer's Report

5.1.3. Payment of general fund claims in the amount of \$389,160.08

5.1.4. Payment of bond fund claims in the amount of \$417,858.75

5.2. Consider, discuss and take all necessary action on

5.2.1. Consider, discuss and take all necessary action to approve renewal of nurse's contract with Polk County Health Department.

To renew Polk County Health Department's nurse's contract for the 2024-2025 school year passed with a motion by Anthony Mestl and a second by Eric Yungdahl.

Jena Ockander: Abstain (With Conflict), Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Eric Yungdahl: Yea

5.2.2. Consider, discuss and take all necessary action on bid from Hiland Dairy.

To accept Hiland Dairy's milk delivery services bid for the 2024-2025 school year passed with a motion by Jennifer Boruch and a second by Jena Ockander.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

5.2.3. Consider, discuss, and take all necessary action to use ETI as our engineer for our field lighting project and Musco as project managers and selection of bids for Materials and Installation.

To approve ETI as the engineer, Musco as the project manager, and Ensley Electric for the installation of the football/track field lighting project passed with a motion by Anthony Mestl and a second by Daisy Naber.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

5.2.4. Consider, discuss and take all necessary action to set activity prices for the 2024-25 school year.

To amend the current activity prices to \$4/student and \$6/adult for the 2024-2025 school year to match Crossroad Conference's pricing passed with a motion by Anthony Mestl and a second by Jena Ockander.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

5.2.5. Accept the resignation of Brent Breckner as the 6-12 Principal at the end of the 2023-2024 school year.

To accept the resignation of Brent Breckner as the 6-12 Principal at the end of the 2023-2024 school year passed with a motion by Daisy Naber and a second by Eric Yungdahl.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

Thank you, Principal Breckner, for your dedication to Osceola Public Schools. You are wished the best of luck on your new adventure!

5.2.6. Consider, discuss, and take all necessary action on accepting Evan Feezell as the 6-12 Principal for the 2024-2025 school year.

To approve Evan Feezell as the 6-12 Principal for the 2024-2025 school year passed with a motion by Eric Yungdahl and a second by Jennifer Boruch.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

Welcome to your new position, Mr. Feezell!

5.2.7. Consider, discuss, and take all necessary action to accept Korrina Niemann as the 6-12 Ag teacher for the 2024-2025 school year.

To approve Korrina Niemann as the 6-12 Ag Teacher for the 2024-2025 school year passed with a motion by Eric Yungdahl and a second by Daisy Naber.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

Welcome to Osceola Public Schools, Miss Niemann!

5.2.8. Consider, discuss, and take all necessary action to accept Isabelle Burke as a local substitute at Osceola Public Schools.

To approve Isabelle Burke as a local substitute teacher at Osceola Public Schools passed with a motion by Anthony Mestl and a second by Daisy Naber.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

Welcome to Osceola Public Schools, Mrs. Burke!

6. Next Meeting Dates and Times

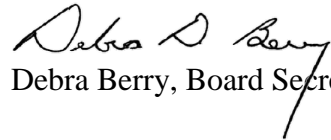
6.1. Regular meeting June 10, 2024, 6:00 PM at the Osceola Middle/High School Media Center.

7. Adjournment

To adjourn meeting at 6:47 PM passed with a motion by Eric Yungdahl and a second by Jennifer Boruch.

Jennifer Boruch: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Michael Neujahr: Yea, Jena Ockander: Yea, Eric Yungdahl: Yea

Respectfully submitted,

A handwritten signature in cursive script that reads "Debra D. Berry". The signature is written in black ink and is positioned above the printed name.

Debra Berry, Board Secretary Appointed

**Board Report – Monthly
GENERAL FUND**

Posted - During Check Cycle; Fund Number 01; Processing Month 06/2024

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
35435	APPLE, INC.	LAPTOPS	32,264.00
35436	AUGUSTIN ELECTRIC	REPAIRS - FOOTBALL LIGHT POLE	522.75
35437	BLAZERWORKS	SPEECH SERVICES	1,987.08
35438	CENTRAL NEBRASKA REHABILITATION SERVICES	OT/PT SERVICES	3,065.51
35439	CITY OF OSCEOLA	WATER/SEWER/COMPACTOR	2,200.84
35440	CONSOLIDATED ELECTRICAL DISTRIBUTORS	LIGHT BULBS	254.16
35441	CONTROL SERVICES, INC.	SERVICE CONTRACT	4,250.34
35442	EAKES OFFICE PLUS	SUPPLIES	995.59
35443	ELECTRONIC CONTRACTING COMPANY	LICENSES/CUSTOMER CARE	11,937.99
35444	ENGEL, RONNIE	REIMB. COMPUTER PARTS	307.12
35445	ESSENTIAL SCREENS	BACKGROUND CHECKS	111.63
35446	ESU #7	COMPUTER MAINTENANCE	833.75
35447	ESU #7 PRODUCTION DEPARTMENT	SUPPLIES	1,495.34
35448	ESU #7 SPECIAL EDUCATION DEPT	SPED SERVICES	18,791.51
35449	ESU COORDINATING COUNCIL	DUO SECURITY RENEWAL	357.84
35450	FRONTIER COOPERATIVE COMPANY	FUEL	2,089.37
35451	GARY'S PLUMBING, LLC	SUPPLIES	42.24
35452	JACKSON SERVICES, INC.	RUG SERVICE	371.54
35453	JOHNSON CONTROLS FIRE PROTECTION LP	SERVICE AGREEMENT - ELEM/KITCHEN	1,257.64
35454	KLEIN'S BLUE RIVER POWER AND RENTAL	SUPPLIES	64.11
35455	KSB SCHOOL LAW	2024 ANNUAL POLICY UPDATE	1,500.00
35456	LAVALEY, JASON	REIMB HOTEL - SECONDARY FOUNDATIONS	201.00
35457	LOVE SIGNS, INC.	CRC BANNERS	1,853.54
35458	MACKIN EDUCATIONAL RESOURCES	LIBRARY BOOKS	128.96
35459	MATHESON TRI-GAS, INC.	SUPPLIES	39.89
35460	NE COUNCIL OF SCHOOL ADMINISTR	2024 ADMIN DAYS	1,210.00
35461	OPTUM	FSA FEE	150.00
35462	OSCEOLA FOOD MART	SUPPLIES	372.35
35463	OSCEOLA PUBLIC SCHOOLS	PRESCHOOL MILK	247.65
35464	OSTMEYER LAWN SERVICE	FERTILIZER	720.00
35465	PINNACLE BANK	SUPPLIES	9.99
35466	PINNACLE BANK	NE DEPT OF MOTOR VEHICLES - KORRINA	7.50
35467	POLK COUNTY HEALTH DEPARTMENT	NURSING FEES	1,449.13
35468	POLK COUNTY RPPD	ELECTRICITY	9,925.95
35469	POSTMASTER	BOX RENTAL	154.00
35470	RAY, ALLIE	FUEL REIMB - KEARNEY TRAINING	39.15
35471	SPARROW PUBLICATIONS, LLC	CLASSIFIED ADS	318.05

Board Report - Monthly

Posted - During Check Cycle; Fund Number 01; Processing Month 06/2024

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
35472	STUDENT ASSURANCE SERVICES, IN	CATASTROPHIC INSURANCE	501.05
35473	TONNIGES CHEVROLET, INC.	PARTS/LABOR/REPAIRS	2,266.14
35474	UNIVERSITY OF NEBRASKA - KEARNEY	TRANSITIONAL TEACHER CONTRACT	2,000.00
35475	WELLS FARGO VENDOR FINANCIAL SERVICES, LLC	COPIER LEASE	104.48
35476	WINDSTREAM	STATE INTERNET CONTRACT	<u>141.84</u>
Checking Account Total:			106,541.02
 Checking: 1			
644	ESTECH SYSTEMS, INC.	PHONE SERVICES	89.48
647	FARM BUREAU FINANCIAL SERVICES	TERM LIFE INSURANCE	13.81
648	MG TRUST COMPANY	TSA/ROTH PAYABLE	990.00
646	OPTUM	FLEX PLAN FUNDING	202.33
645	PLIC - SBD GRAND ISLAND	LTD INSURANCE	<u>1,070.93</u>
Checking Account Total:			2,366.55
 Checking: 4			
2289	COFFIN, AUSTIN	POTTERY WHEEL	<u>1,900.00</u>
Checking Account Total:			<u>1,900.00</u>
 TOTAL CHECKS & PREPAIDS			110,807.57
TOTAL EXTRA MAY 2024 PAYROLL			4,627.87
TOTAL JUNE 2024 PAYROLL			<u>291,374.59</u>
GRAND TOTAL			<u><u>406,810.03</u></u>

TEACHER'S CONTRACT
For Class II, III, & VI Schools & Class I Schools with a Superintendent

THIS CONTRACT made by and between the School District of Osceola Public Schools, No. 19 in the county of Polk, in the State of Nebraska, hereinafter referred to as "District" and Gina Bossow, a legally qualified teacher, hereinafter referred to as "Teacher."

WITNESSETH: That the Board of Education of the District hereby agrees to employ the Teacher above named in the schools of the district for a school year, which shall begin on or about August 12, 2024, and end on or about June 30, 2025, and shall consist of 185 days of service including at least 176 teaching days and that the Teacher hereby agrees to accept such employment at a salary of \$ * and under the following conditions.

VIZ: * Salary schedule placement does not reflect additional educational advancement on the salary schedule which the employec may be eligible to receive. Terms and conditions of employment shall be per the 2024-2025 negotiated agreement. Extra duty assignments to be assigned as available.

Education Placement: BA + 0

Experience Placement: 21

FIRST: The salary of the Teacher shall be payable in twelve (12) equal installments. The first installment shall be payable on the 15th day of September, 2024, and the remaining installments shall be payable on the 15th day of each month thereafter.

SECOND: The Teacher hereby agrees to be governed by the policies of the Board of Education of the District and that the teaching duties to be performed by him/her under this contract shall be subject to assignment of the Superintendent of the District with the approval of the Board of Education of the District; and further agrees to devote full time, during days of school to his/her position in all respects, to diligently and faithfully perform the assigned duties as Teacher to the best of his/her professional ability.

THIRD: In addition to the teaching duties set forth herein, the teacher may be assigned such "extra duty" assignments as defined from time to time by the parties of this agreement which shall be upon such terms and conditions and at such additional stated rate of compensation as the Teacher and the District may from time to time agree upon.

FOURTH: This contract may be cancelled or amended by a majority of the members of the school board during the school year for any of the following reasons: (a) upon cancellation, termination, revocation or suspension of the teacher's certificate by the State Board of Education; (b) breach of any of the material provisions of this contract; (c) for any reason set forth in this contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality, or (i) physical or mental incapacity. Cancellation or amendment under this contract shall be governed by the provisions of 79-827, R.R.S.

FIFTH: That upon termination of this contract for just cause, or upon the release of the Teacher from this contract, the compensation paid or to be paid hereunder shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to 185 days of service. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Teacher.

SIXTH: There shall be no penalty for release or resignation by the Teacher from this contract; provided no resignation shall become effective until the close of the school year unless accepted by the Board of Education of the district and the Board shall fix the time at which the resignation is to take effect.

SEVENTH: This contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, Social Security and teacher's retirement. Other deductions may be withheld as agreed to by the parties to this contract.

EIGHTH: The Teacher hereby affirms that he/she is not under contract with another School Board or Board of Education within this state covering a part or all of the same time of performance as is contemplated by this agreement. The Teacher further affirms that at the beginning of the term of this contract and throughout the term of this contract he/she holds or will hold a valid Nebraska Teaching Certificate. It is understood and agreed that this contract is not valid until the teacher's certificate, as herein listed, is registered in the office of the county superintendent of schools in this county and that the Teacher shall not be compensated for any services performed prior to the date of registration of this certificate.

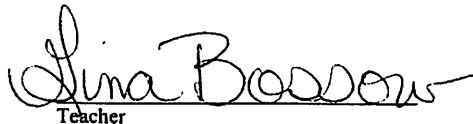
NINTH: Terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may, from time to time, be mutually agreed upon by and between the board and teachers or a duly recognized collective bargaining agent for said teachers, and said agreement, when reduced to writing and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof.

TENTH: Hereafter, this contract may be continued by a separate, annual written "Renewal Agreement" which shall incorporate all the provisions hereof by reference, except as stated on such Renewal Agreement. Renewal Agreements or renewal contracts must be executed by the Teacher and delivered to the Superintendent of Schools or the Secretary of the Board of Education of the District within fifteen (15) calendar days of receipt thereof from the district. Said Renewal Agreement or renewal contract shall not be offered to the Teacher prior to March 15th. Contract renewal, amendment, termination or cancellation shall also be subject to the requirements of Sections 79-829 through 79-831 R.R.S. and any other applicable state statutes.

ELEVENTH: The failure to return a signed copy of the contract or renewal agreement to the Superintendent of Schools or Secretary of the Board of Education of the District by May 20, 2024, shall constitute a rejection by the Teacher of the offer of employment.

TWELFTH: Other Contract Terms:

Executed May 15, 2024


Teacher

Executed June 10, 2024

School District of Osceola Public Schools No. 19
County of Polk

Attest:

By _____
President, Board of Education

Secretary, Board of Education



APPLICATION FOR STUDENT ACCIDENT INSURANCE

Osceola Public Schools
565 Kimmel Street
Osceola, NE 68651

1. What is the first day of authorized sports practice? _____
2. What is the first day of the regular school term? _____ Last Day of School _____
3. Select the PLAN desired below. Complete the Enrollment and Premium sections.
Effective Date: 08/01/2024 Termination Date: 07/31/2025

SCHOOLS THAT PROVIDE COVERAGE ON A GROUP BASIS

Group Athletic Coverage: Plan : _____

Senior High Enrollment _____ Grades _____ \$ _____

Junior High Enrollment _____ Grades _____ \$ _____

Additional Coverage Plan: _____ \$ _____

Additional Coverage Plan: _____ \$ _____

All-Pupil Coverages: Plan: _____

Total Enrollment of all Grades (PK-12): _____ @ \$ _____ = \$ _____

TOTAL PREMIUM = \$ _____

(All premiums are due prior to the effective date of the policy. If the full premium is not received within 60 days of the effective date, the policy will be cancelled and no coverage will be inforce, unless otherwise agreed)

SCHOOLS THAT OFFER COVERAGE ON A VOLUNTARY BASIS

Directions: Please review each statement below and initial if you agree to the terms required. Student Assurance Services will provide voluntary student accident forms via email after the completed application is received in our office.

1. Voluntary Coverage for Student Athletes (Grades 7-12): Plan: J - 1513 (Voluntary)

I agree that my Athletic Department(s) will directly notify all families of student athletes about the voluntary student accident coverage available prior to the start of each sports season (fall, winter, spring). JL (Initial Here in Agreement)

2. Voluntary Coverage for All Students (Grades PK-12): Plan: J - 1513 (Voluntary)

I agree that all schools within my school district will directly notify all families about the voluntary student accident coverage available at the beginning of the school year. JL (Initial Here in Agreement)

Estimated Total Enrollment within School District (Required) 242

- When initial above, it's agreed and understood that: (applies only to voluntary coverages)
- a. The school will offer coverage to all students in the school system.
 - b. Football/Sports Coverage is available only if the school installs the Voluntary Student Coverage.
 - c. A school official will complete the school's section of each claim form for school related injuries.
 - d. If an enrollment form is returned to the school: Premium must be sent to the agent within 30 days of receipt; and a school official must date the premium envelope on the date received.
 - e. **Only one student accident insurance plan will be offered by the school.**

WEBSITE ACCESS AGREEMENT

By signing this form you will be given an access code to view the Master Policy, enrolled roster, and claim status information on our website. This code should only be shared with school administration. An email that explains how to access your school's information will be provided after the application is received and reviewed.

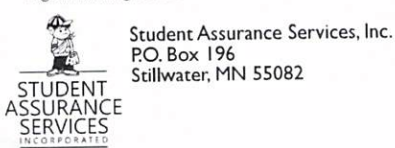
Applied for by: Jason Lavaley 402-747-3121 j.lavaley@osceola.esu7.org
Print Name of School Official Telephone Number E-Mail Address

[Signature] Superintendent 5/15/2024
Signature of School Official Title Date

Administrator of Policy/Claims: _____
If different than above Print Name Telephone Number E-Mail Address

Agent: _____
Print Name Telephone Number E-Mail Address

Administered by and Mail to: _____
Agent Mailing Address



Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.



APPLICATION



Simple Easy Awesome



Application is hereby made for a Catastrophic Student Accident Insurance Plan based on the following statements and representations.

Applicant (Name of School/District): Osceola Public Schools
Street Address: 565 Kimmel Street
City, State, Zip: Osceola, NE 68651

Taxpayer ID# (if applicable):

If the Applicant is a School District, please attach the list of schools to be insured. (ON BACK SIDE IF ADDT'L SPACE IS NEEDED)

It is agreed the insurance applied for will not become effective unless: a) this Application is received and approved by the Insurance Company based on current rules and requirements; b) the Policy is accepted by the Applicant; and c) the required premium is paid when due.

Policy Term: August 1, 2024 to August 1, 2025

Requested Policy Term, if other than August 1, 2024 to August 1, 2025:

Class(es) of Eligible Persons

The Applicant named above elects to provide coverage to the Class(es) of Eligible Persons checked below. Do not elect Class 3, if Class 2 is elected.

CHECK ALL THAT APPLY

- CLASS 1: All student athletes, student managers, student trainers, student coaches, cheerleaders and band members who participate in school sponsored and supervised interscholastic athletic activities.
CLASS 2: All students, from pre-kindergarten through the twelfth grade, while they are attending regularly scheduled classes and taking part in all school-sponsored and supervised activities including off-season athletic training and conditioning, except interscholastic athletics.
CLASS 3: All students who participate in all school-sponsored and supervised extracurricular non-athletic activities and clubs.

Premium Rates:

Table with columns: Premium Rates, Number of Insureds, X, Rate, =, Premium. Includes handwritten entries for Class 1 (65 insureds, \$3.25 rate, \$211.25 premium) and Class 2 (242 insureds, \$1.20 rate, \$290.40 premium).

Please list Class 3 activities and clubs to be covered

(ADDT'L SPACE OTHER SIDE)

TOTAL PREMIUM

(Subject to minimum premium of \$500)

\$ 501.65

Please include premium check with this Application, mail and make payable to: STUDENT ASSURANCE SERVICES, INC.

FRAUD STATEMENT

Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or a statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Signature of Authorized Person: [Handwritten Signature]

Title: Superintendent

Please Print Name: Jason Lavaley

email: jlavaley@osceola.esu7.org

Signed at: City State

Date:

Signed by Licensed Resident Agent (Where Required by Law)

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

The signed application declares that:

All information provided in this application and any attachments hereto is true and correct. The undersigned understands that all information provided in this application and any attachments hereto is material to Great American Insurance Company's decision to provide this insurance, and that insurance will be provided, at Great American Insurance Company's sole discretion, in reliance upon the truth of such information.

It is hereby understood and agreed that:

1. this insurance is provided by Great American Insurance Company in consideration of payment of the required premium;
2. the insurance under the policy begins on the Policy Effective Date 8/1/24-8/1/25, except as noted on front of this form; and
3. the acceptance of the policy terminates any prior policy of the same policy number, effective with the inception of the policy.

Please list Class 3 activities and clubs to be covered (ADDT'L) _____

Description of Coverage

Accidental Death & Dismemberment Benefits

<u>Covered Loss</u>	<u>Benefit Amount</u>	<u>Covered Loss</u>	<u>Benefit Amount</u>
Death	\$10,000	One Hand; One Foot; or Sight of One Eye	\$10,000
Both Hands or Both Feet	\$20,000	Speech and Hearing	\$20,000
One Hand or One Foot plus the loss of Sight of One Eye	\$20,000	Speech or Hearing	\$10,000
Sight of Both Eyes	\$20,000	Thumb and Index Finger of the same Hand	\$ 5,000
		Hearing in One Ear	\$ 5,000

Accident Medical Expense Benefits

<u>Scope of Coverage:</u>	<u>Full Excess</u>
<u>Benefit Maximum</u>	<u>\$5,000,000</u>
<u>Deductible</u>	<u>\$25,000</u>
<u>Deductible Incurral Period</u>	<u>2 years from date of the Covered Accident</u>
<u>Maximum Benefit Period</u>	<u>520 weeks after the date of the Covered Accident</u>

ADDT'L INFORMATION SPACE -

Coverage is summarized. Coverage features and product availability may vary by state. Please contact us for additional information, and refer to the actual policy for a full description of applicable terms, conditions, limits and exclusions. Policies are underwritten by Great American Insurance Company. The Great American Insurance Group eagle logo and the word marks Great American ® are registered service marks of Great American Insurance Company. © 2016 Great American Insurance Company. Great American Insurance Group, 301 E. Fourth St., Cincinnati, OH 45202. All rights reserved.

Please send all correspondence and payments to:
 Student Assurance Services, Inc.
 P.O. Box 196
 Stillwater, MN 55082

Jason Lavaley, Superintendent
Osceola Public Schools
565 Kimmel Street
Osceola, NE 68651



2024-2025 Student Accident/Catastrophic Insurance Renewal

Enclosed is your School District's renewal for Student Accident and Catastrophic Insurance.

Voluntary Student Accident Program:

For the 2024-2025 school year, Student Assurance Services will continue to provide school administration and their athletic department(s) "online forms" that guides families to our website. We will email these online forms when renewal applications are received, reviewed, and processed.

It is crucial that in the early part of July/August, that all families (PK-12) are directly notified about your school's student accident coverage. Inserting the online forms into a mass e-mail or incorporating them into a school's online registration system has been the most successful way that school districts have notified all families.

Also, with student athletes having a higher probability of sustaining an injury, your athletic department(s) and coaches need to remind families of this student accident coverage prior to the start of each sports season (Fall, Winter, Spring).

Remember, as much as this voluntary coverage benefits uninsured students & students whose health insurance has a high deductible, your policy is also an important asset if your administration/school board must resolve a student injury that occurs under the school's supervision.

Voluntary Coverage Options, Rates & Medical Benefits:

Coverage Options & Rates will remain the same for this upcoming school year. Please refer to the 2024-2025 Voluntary Coverage document enclosed to review medical benefits and additional information.

Catastrophic Insurance:

Your Catastrophic Insurance renewal is also enclosed. The medical benefits associated with this policy will remain the same. Coverage for student athletes (Class 1) while practicing/competing in sports will remain \$3.25 per student athlete. Coverage for all other school activities (Class 2) will remain \$1.20 per student PK-12.

Complete the Renewal Applications:

Enclosed you will find your school district's 2024-2025 renewal applications. In preparation for the upcoming school year, **signed renewal applications are due by June 28th, 2024**. Please also be aware that the **catastrophic payment is due prior to August 1st, 2024**.

If you have any questions, please feel free to contact us.

Sincerely,

David Wamberg, Sales Representative
Student Assurance Services, Inc.
Phone: (308) 550-1122
E-mail: davidwamberg@gmail.com

Sonny Heinrich, Director of Sales
Student Assurance Services, Inc.
Phone: (800) 328-2739
E-mail: sonnyh@sas-mn.com

CATASTROPHIC ACCIDENT INSURANCE

2024 – 2025 School Year



BENEFIT SUMMARY

- Provides Accident Medical Expense Benefits with a maximum benefit of \$5,000,000 per Insured per Covered Accident. Accident Expense Benefits are payable:
 - (a) after \$25,000 of covered expenses have been incurred within two years after the date of the Covered Accident; and
 - (b) after benefits have been paid under other Health Care Plans; and
 - (c) for Covered Expenses incurred within 10 years from the date of the Covered Accident.
- Provides an Accidental Death benefit of \$10,000, and a Dismemberment benefit of up to \$20,000.

CLASS DESCRIPTION & COVERAGE

- CLASS 1: All student athletes, student managers, student trainers, student coaches, cheerleaders and band members who participate in school sponsored and supervised interscholastic athletic activities.
- CLASS 2: All students, from pre-kindergarten through the twelfth grade, while they are attending regularly scheduled classes and taking part in all school-sponsored and supervised activities including off-season athletic training and conditioning, except interscholastic athletics. (Includes Class 3 students, if Class 2 students are covered under the Policy)
- CLASS 3: All students who participate in all school-sponsored and supervised extracurricular non-athletic activities and clubs.

PREMIUM

• CLASS 1:	\$3.25 per student
• CLASS 2:	\$1.20 per student
• CLASS 3:	\$0.40 per student

100% participation is required - Minimum Policy Premium - \$500.00

HOW TO ENROLL

- Please complete the attached APPLICATION
- Include your check with the APPLICATION made payable to Student Assurance Services, Inc.
- Please send the APPLICATION and check to:

STUDENT ASSURANCE SERVICES, INC.
P.O. BOX 196
STILLWATER, MN 55082-0196

CONTACT INFORMATION

- Marketed by: Student Assurance Services, Inc.
333 North Main Street
P.O. Box 196
Stillwater, MN 55082-0196
Phone (651) 439-7098 – Toll Free 1-800-328-2739
- Underwritten by: Great American Insurance Group
Cincinnati, Ohio 45202

This brochure provides a summary of the coverage to be provided and is not intended to substitute for or duplicate policy provisions. It is subject to the provisions of the policy of insurance to be issued by Great American Insurance Company. You will need to contact us for exact policy language, as well as for any limitations and restrictions that may be applicable. The policy is the only contract between the Policyholder and us. It contains the actual terms, conditions and limits of the coverage to be provided. If there is any conflict between this quote and the policy, the policy will govern in all cases. Acceptance of this quote is contingent upon and subject to the actual terms and conditions of the policy as issued.

- **Description of Coverage**
This plan provides benefits for Covered Expenses incurred for treatment of injuries resulting directly, and independently of all other causes, from a Covered Accident. The Covered Accident must occur while the student is taking part in the activity described in the Covered Activity(ies), or while traveling, via transportation provided by the school, directly to or from an activity as a member of a group supervised by the school.
- **General Limitations**
Benefits are payable only for Covered Losses incurred as a result of participation in Covered Activities.
LIMITATION ON MULTIPLE COVERED ACTIVITIES: If an Insured suffers a Covered Loss while participating in more than one Covered Activity, We will pay only one benefit, the largest benefit unless there is a specific written exception in this Policy. **LIMITATION ON MULTIPLE BENEFITS:** If an Insured can recover benefits under more than one of the Benefits stated in the Schedule, as a result of the same Accident, We will pay only one benefit, the largest benefit.

• **Accident Medical Expense Benefits**

If, as a result of a covered injury, the Insured, requires care and treatment rendered by a doctor, the Company will pay the Usual and customary charges which are deemed medically necessary provided the first expense is incurred no later than 180 days after the date of the Covered Accident. This Benefit is payable subject to the Benefit Maximum per Covered Accident, the Deductible, and the Maximum Benefit Period shown in the Application.

The benefit amount for this benefit is payable in excess of any In Force Policy and its applicable deductible. In the event and only in the event of the reduction or exhaustion of the limit of insurance of the In Force Policy solely as the result of actual payment of benefits covered thereunder, this Policy shall pay excess of the reduced limit of insurance of the In Force Policy and its applicable deductible. This Policy shall only pay pursuant to the terms and conditions of this Policy and no other policy. We will pay the Usual and Customary amount, reduced by the payment by any other insurance plan. This Policy will recognize payment by any other insurance plan as reducing or satisfying the deductible amount of this Policy.

• **Accidental Death and Dismemberment Benefit**

If an Insured suffers a loss of life as a result of a Covered Injury, We will pay the applicable amount shown in the Schedule. The death must occur within 365 days of the Covered Injury.

• **Accidental Dismemberment Benefit**

If a Covered Injury to an Insured results in any of the following Covered Losses, We will pay the percentage shown below. The Covered Loss must occur within 365 days of the Covered Accident. The benefit amount is based on the maximum amount shown in the Schedule for the person suffering the Covered Loss.

<u>Covered Loss</u>	<u>Percentage of Maximum Amount</u>	<u>Covered Loss</u>	<u>Percentage of Maximum Amount</u>
Both Hands or Both Feet	100%	Sight of Both Eyes	100%
One Hand or One Foot plus the loss of Sight of One Eye	100%	Speech and Hearing	100%
One Hand; One Foot; or Sight of One Eye	50%	Hearing in One Ear	25%
Thumb and Index Finger of the same Hand	25%		

• For purposes of this Benefit, DEFINITIONS is amended to include the following: Covered Loss means:

1. For a foot or hand, actual severance through or above the ankle or wrist joint;
2. For thumb and index finger, complete severance through or above the metacarpophalangeal joint of Both digits;
3. Total and permanent loss of sight;
4. Total and permanent loss of speech; or
5. Total and permanent loss of hearing.

• **General Exclusions - A loss will not be a Covered Loss if it is caused by, contributed to, or results from:**

1. Sickness, disease, mental infirmity, emotional or psychological trauma, or bacterial or viral infection, or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
2. Suicide, self-destruction, attempted suicide or self-destruction, or intentional self-inflicted injury, while sane or insane;
3. War or any act of war, whether declared or not;
4. Commission of, or attempt to commit, a felony, an assault, or other illegal activity;
5. The covered person being legally intoxicated as determined according to the laws of the jurisdiction in which the injury occurred
6. The covered person being intoxicated or under the influence of any drugs or narcotics unless administered by or upon the advice of a physician.
7. Any loss arising out of terrorism or terrorist acts.
8. Injury covered by workers' compensation, employer's liability laws, or similar occupational benefits, or while engaging in activity for monetary gain from sources other than the Policyholder;
9. A covered accident that occurs while on active duty service in the military, naval or air force of any country or international organization. Upon our receipt of proof of service, we will refund any premium paid for this time. Reserve or National Guard active duty training is not excluded, unless it extends beyond 31 days;
10. Travel in any aircraft owned, leased, or controlled by the Policyholder, or any of its subsidiaries or affiliates. An aircraft will be deemed to be "controlled" by the Policyholder if the aircraft may be used as the Policyholder wishes for more than 10 straight days, or more than 15 days in any year;
11. Practice or play in any sports activity, including travel to and from the activity and practice, except as specifically provided in the policy;
12. Aggravation, during a covered activity, of an injury the covered person suffered before participating in that covered activity, unless we receive a written medical release from the covered person's physician;
13. Participation in covered activities not sponsored by or under the supervision of the Policyholder.
14. The covered person riding or driving in any kind of race.

• **Accident Medical Exclusions:** In addition to the General Exclusions stated in the Policy, We will not cover expenses under this additional benefit for:

1. Pre-existing conditions occurring within the first 12 months of coverage (except as specifically provided by the policy);
2. Treatment by persons employed or retained by a Policyholder, or by any immediate family member or member of the covered person's household;
3. Pregnancy, childbirth, or miscarriage;
4. Elective abortion, an abortion for any reason other than to preserve the life of the female upon whom the abortion is performed;
5. Mental and nervous disorders (except as specifically provided in the policy);
6. Damage to or loss of dentures or bridges, or damage to existing orthodontic equipment (except as specifically covered by the policy);
7. Elective or cosmetic surgery, except for reconstructive surgery needed as the result of an injury;
8. Eyeglasses, contact lenses, hearing aids, wheelchairs, braces, appliances, examinations or prescriptions for them, or repair or replacement of artificial limbs, orthopedic braces, or orthotic devices (except as specifically provided in the policy);
9. Expenses for which the covered person would not be responsible for in the absence of this policy;
10. Treatment of injuries that result over a period of time (such as blisters, tennis elbow, etc.), and that are a normal, foreseeable result of participation in the covered activity;
11. Treatment or service provided by a private duty nurse (except as specifically provided in the policy);
12. Replacement of artificial limbs, eyes, or other prosthetic appliances;
13. Routine physicals, check-ups, routine ob-gyn visits, pap smears, or wellness visits;
14. Overuse symptoms including, but not limited to, bursitis, tendonitis, shin splints, stress fractures, heat exhaustion, heat stroke, heat prostration, malfunctions of the heart, embolism, reinjuries or the aggravation thereof, sprains, hernia, strains, muscle tears, or repetitive motion injury, except as specifically provided in the policy;
15. Expenses due to an aggravation or re-injury of a pre-existing condition (except as specifically provided in the policy);
16. Repair or replacement of existing dentures, partial dentures, braces, fixed or removable bridges, or other artificial dental restoration (except as specifically provided in the policy);
17. Repair, replacement, examinations for prescriptions, or the fitting of eyeglasses or contact lenses;
18. Medical expenses and disability for which the covered person is entitled to benefits under any Worker's Compensation Act;
19. Expenses incurred that are in excess of reasonable charges, or expenses that are not medically necessary; or
20. Dental treatment necessitated by sickness, deterioration or disease, for cosmetic, preventive, diagnostic or orthodontic purposes, or by any reason other than an injury.

• **Definitions**

Accident means a sudden, abrupt, and unexpected event. **Covered Accident** means an accident that occurs directly and independently of all other causes while coverage is in effect for a covered person resulting in a covered loss or injury under the policy for which benefits are payable. **Contributory** means the Insured is required to pay all or a portion of the premium. Whether the benefits are Contributory or Non-Contributory is stated in the Schedule. **Covered Activity** means those activities set out in the Covered Activities section of the schedule of benefits, with respect to which covered persons are provided accident insurance under the policy. **Covered Loss or Covered Losses** means an accidental death, dismemberment or other injury covered under the policy. **Covered Person** means an eligible person, who enrolls for coverage, if required, and for whom the required premium is paid. **Eligible Person** means a person in a Class of Eligible Persons, as shown in the schedule of benefits. **Injury** means bodily injury sustained by a covered person caused by a covered accident that:

1. Occurs while this policy is in effect as to the person whose injury is the basis of claim;
2. Occurs while the covered person is participating in a covered activity; and
3. Results directly and independently of all other causes in a covered loss.

Physician means a provider or practitioner who:

1. Is properly licensed or certified to provide care or treatment under the laws of the state where he or she practices;
2. Provides services that are within the scope of his or her license or certificate; and
3. Is neither the covered person nor a member of the covered person's household or an immediate family member.

Schedule of Benefits means the benefits, benefit amounts, terms, limitations and provisions of coverage selected by the Policyholder which is attached to and made a part of this policy. **Spouse** means an adult person with whom the covered person enters into a marriage, civil union, or comparable relationship in a state or nation in which the marriage, civil union or comparable relationship is sanctioned by law and legally valid at the time it is entered into by the parties. **Policy** means the contract issued by us to the Policyholder for the benefit of a covered person.

NEBRASKA SCHOOL DISTRICTS CURRENTLY USING COVERAGE OFFERED BY STUDENT ASSURANCE SERVICES, INC. - 2023-2024

Adams Central	Dundy Co	Litchfield	Raymond Central
Ainsworth	East Butler	Logan View	Red Cloud Comm
Allen Consolidated	Elba	Loomis	Riverside
Alliance	Elgin	Louisville	Rock County
Alma	Elkhorn	Loup City	Sacred Heart (Falls City)
Amherst	Elkhorn Valley	Loup County	Sandhills
Anselmo-Merna	Elm Creek	Lyons-Decatur-Northeast	Santee Comm
Ansley	Elmwood-Murdock	Madison	Sargent
Arapahoe	Elwood	Malcolm	Scottsbluff
Arcadia	Emerson-Hubbard	Maxwell	Scribner-Snyder
Archbishop Bergan High	Fairbury	Maywood	Shelby-Rising City
Arlington	Falls City	McCook	Shelton
Arthur County	Fillmore Central	McCool Junction	Sidney
Ashland-Greenwood	Fort Calhoun	Mead	Silver Lake
Axtell	Freeman	Medicine Valley	South Central
Banner Co	Fremont	Meridian	South Platte
Battle Creek	Friend	Milford	So. Sioux City
Bayard	Fullerton	Minatare	Southern Dist 1
Beatrice	Garden Co Schools	Minden	Southern Valley
Bellevue	Gering	Mitchell	Southwest
Bennington	Gordon-Rushville	Morrill	Springfield-Platteview
Bertrand	Gothenburg	Mullen	St. Francis(Humphrey)
Bloomfield	Hampton	Nebraska Christian(Cent.City)	St. Paul Lutheran (Utica)
Blue Hill	Hartington-Newcastle	Neligh-Oakdale	St. Paul Public
Boone Central	Hay Springs	Newman Grove	Stanton
Boyd County	Hayes Center	Niobrara	Stapleton
Brady	Heartland	Norfolk	Sterling
Bridgeport	Hemingford	Norris	Stuart
Broken Bow	Hershey	North Bend Central	Summerland
Brownell-Talbot	Hitchcock County	Northwest (Grand Is.)	Sumner-Eddyville-Miller
Bruning-Davenport	Holdrege	O'Neill	Superior
Burwell	Holy Family (Lindsay)	Oakland Craig	Sutherland
Callaway	Homer	Ogallala	Syracuse-Dunbar-Avoca
Cambridge	Howells-Dodge	Ord	Tekamah-Herman
Cedar Bluffs	Humboldt-Table Rock	Osceola	Thayer Central
Cedar Catholic Schools	Humphrey	Overton	Thedford
Centennial	Hyannis	Palmer	Tri-County
Central City	Johnson Brock	Palmyra	Twin River
Central Valley	Johnson County Central	Pawnee City	Valentine
Centura	Kearney	Paxton	Verdigre
Chadron	Kenesaw	Pender	Wallace
Chambers	Keya Paha County	Perkins County	Wauneta-Palisade
Chase Co Schools	Kimball	Phoenix Academy	Wausa
Christ Lutheran (Juniata)	Lakeview (Columbus)	Pierce	West Holt
Clarkson	Laurel-Concord-Coleridge	Plainview	West Point-Beemer
Cody-Kilgore	Leigh	Pleasanton	Wheeler Central
Cozad	Lewiston	Ponca-Jackson	Wilber-Clatonia
Crawford	Lexington	Potter-Dix	Wilcox-Hildreth
Creek Valley	Leyton	Randolph	Winside
Creighton			Wisner-Pilger
Crete			Wynot
Crofton			Yutan
Cross County			Zion Classical Academy (Hastings)
David City			
Diller-Odell			
Doniphan-Trumbull			
Dorchester			
Douglas County West			



(SEE REVERSE SIDE FOR DISTRICTS COVERED UNDER THE CATASTROPHIC PLAN)

NEBRASKA SCHOOL DISTRICTS CURRENTLY USING CATASTROPHIC COVERAGE OFFERED BY STUDENT ASSURANCE SERVICES, INC. - 2023-2024

Adams Central
Ainsworth
Allen
Alliance
Alma
Amherst
Anselmo-Merna
Ansley-Litchfield
Arapahoe
Archbishop Bergan High
Arlington
Arthur County
Ashland-Greenwood
Axtell
Banner County
Battle Creek-St Johns
Bayard
Beatrice
Bennington
Bertrand
Bloomfield
Blue Hill
Boone Central
Boyd County
Brady
Bridgeport
Broken Bow
Brownell-Talbot
Bruning-Davenport
Burwell
Callaway-Arnold
Cambridge
Cedar Bluffs
Cedar Catholic (Hartington)
Centennial
Central City
Central Valley
Centura
Chadron
Chambers
Chase County
Clarkson
Cody-Kilgore
Cozad
Crawford
Creek Valley
Creighton
Crete
Crofton
Cross County
David City
Diller-O'dell
Doniphan-Trumbull
Dorchester
Douglas County West
Dundy County-Stratton
East Butler
Elba
Elgin
Elkhorn
Elkhorn Valley
Elm Creek
Elmwood-Murdock
Elwood
Emerson-Hubbard
Fairbury
Falls City
Fillmore Central

Ft. Calhoun
Freeman
Fremont Middle
Friend
Fullerton
Garden Co
Gering
Gordon-Rushville
Gothenburg
Hampton
Hartington-Newcastle
Hay Springs
Hayes Center
Heartland
Hemingford
Hershey
Hitchcock County
Holdrege
Holy Family
Homer
Howells-Dodge
Humboldt-Table Rock-Steiner
Humphrey
Hyannis
Johnson Brock
Johnson County
Kenesaw
Kimball
Lakeview (Columbus)
Laurel-Concord-Coleridge
Leigh
Lewiston
Lexington
Leyton
Logan View Jr/Sr High
Loomis
Louisville
Loup City-Arcadia
Loup County-Sargent
Lyons-Decator
Madison
Malcolm
Maxwell
Maywood
McCook
McCool Junction
Mead
Medicine Valley
Meridian
Milford
Minatare
Minden Middle School
Mitchell
Morrill
Mullen
Nebraska Christian
Neligh-Oakdale
Newman Grove

Niobrara-Verdigre
Norfolk Jr High
Norris Middle (Firth)
North Bend Central
Northwest
Oakland Craig
Ogallala
Omaha-Douglas County
Ord
Osceola
Overton
Palmer
Palmyra
Pawnee City
Paxton
Pender
Perkins County
Pierce
Plainview
Pleasanton
Ponca-Jackson
Potter-Dix
Randolph
Raymond Central
Red Cloud
Riverside
Rock County-Keya Paha
Sacred Heart
Sandhills-Thedford
Santee Comm
Scribner-Snyder
Shelby-Rising City
Shelton
Sidney
Silver Lake
South Central
South Platte
South Sioux City
Southern School
Southern Valley
Southwest
St. Francis(Humphrey)
St. Paul Public
Stanton
Stapleton
Sterling
Stuart
Summerland (Clearwater-Orchard-Ewing)
Summer-Eddyville-Miller
Superior
Sutherland
Syracuse-Dunbar-Avoca
Tekamah-Herman
Thayer Central
Tri County
Twin River
Valentine
Wallace
Walthill
Wauneta-Palisade
Wausa
West Holt
West Point-Beemer
Wheeler Central
Wilber-Clatonia
Wilcox-Hildreth
Winside
Wisner-Pilger
Wynot
Yutan



(SEE REVERSE SIDE FOR DISTRICTS COVERED UNDER THE BASIC PLAN)



Student Injuries Can Happen

Medical Expenses Can Be a Financial Hardship When the Unexpected Occurs
Approved By Your School/School District - Available for All Students PK-12

What is Student Accident Insurance?

- ◆ Coverage that provides financial assistance with your out-of-pocket medical expenses when your student sustains an accidental bodily injury.

Why Consider Student Accident Insurance For Your Student?

- ◆ High Deductible/Copayments to your Family's Primary Health Insurance
- ◆ No Health Insurance for your Student
- ◆ Your Student participates in an interscholastic sport where an unexpected injury is more likely to occur.
- ◆ Your Student is prone to injuries

Coverage Options Available Through Your School

- ◆ School Time Coverage - \$16.00
 - ◆ Interscholastic Sports Coverage (w/School Time-\$91.00 or 24 Hour Coverage-\$174.00)
 - ◆ 24-Hour/Full-Time Coverage - \$99.00
 - ◆ Football Coverage - \$250.00 (Grades 9-12 for the football season)
 - ◆ Extended Dental Coverage - \$9.00
- Premium Paid Once a School Year*

To Enroll Your Student & Review Medical Benefits

Go to: www.sas-mn.com

or scan this QR code with your smart phone to be directed to our website



Please locate "K-12 Students & Parents" on our homepage. Within this division, you will be able to search for your student's school district. Once located, you will have access to the following information:

- ◆ **Purchase Coverage**
(Managed Online or by Printing/Mailing Enrollment Form and Premium)
- ◆ **Brochure (English & Spanish)**
(Explains medical benefits, exclusions and coverage options)
- ◆ **Claim Form**
(Fillable form when enrolled student sustains an injury)

For Questions, Call Student Assurance Services at (800) 328-2739



Specializing in Student Accident Insurance Since 1971.

The above information is just a brief description of Student Assurance Services student accident insurance. For more information including costs, benefits, effective dates, exclusions, limitations, please refer to www.sas-mn.com Students are able to purchase coverage only if his/her school district is a policyholder with the insurance company

STUDENT ACCIDENT INSURANCE COVERAGE
POLICY GA-2200Ed.11-16(ID)(KS)(LA)(MN)(MT)(NC)(ND)(OH)

Premiums & Coverage Options

One Time Policy Year Premiums

School Time Coverage Grades PK-12 (Does NOT Include Interscholastic Sports Coverage grades 7-12) Protects the student while: a) attending regular school sessions, b) participating in or attending school-sponsored and supervised extracurricular activities, c) traveling directly to and from school for regular school sessions, and while traveling to and from school-sponsored and supervised extracurricular activities in school provided transportation. DOES NOT cover participation in interscholastic sports for students in grades 7-12.	\$16
Full Time Coverage Grades PK-12 (Does NOT Include Interscholastic Sports Coverage grades 7-12) Covers the student 24 hours a day until school starts next year. Includes coverage while at home and school, on weekends and during summer vacation. DOES NOT cover participation in interscholastic sports for students in grades 7-12.	\$99
School Time Coverage Grades PK-12 AND Interscholastic Sports Coverage Grades 7-12 (does not include Football grades 9-12) In addition to School-Time Coverage shown above, includes All Interscholastic Sports Coverage that protects the student while practicing for or competing in school-sponsored and supervised interscholastic sports including travel in school provided transportation for grades 7-12. DOES NOT cover Football for grades 9-12.	\$91
Full Time Coverage Grades PK-12 AND Interscholastic Sports Coverage Grades 7-12 (does not include Football grades 9-12) In addition to the Full-Time Coverage shown above, includes All Interscholastic Sports Coverage that protects the student while practicing or competing in school-sponsored and supervised interscholastic sports including travel in school-provided transportation for grades 7-12. DOES NOT cover Football for grades 9-12.	\$174
Football Coverage Grades 9 - 12 Protects the student while practicing for or competing in school-sponsored and supervised interscholastic football including travel in school-provided transportation for grades 9-12.	\$250
Extended Dental Coverage Grades PK-12 Provides benefits up to a maximum of \$5,000 for any dental injury. Covers the student 24 hours a day until school starts next year. Treatment must begin within 60 days from the date of the Injury and must be performed within one year from the date of Injury. However, if within the one year period following the date of Injury the student's attending dentist certifies that dental treatment and/or replacement must be deferred beyond one year, the policy pays the estimated cost of such deferred treatment, but not to exceed \$200 for each tooth. Benefits for prostheses are limited to \$500 per injury, including procedures performed to install them. Dental prostheses include, but are not limited to: crowns, dentures, bridges, and implants. Extended Dental does not cover treatment for orthodontics, dental disease, or expenses that exceed the dental prosthesis maximum benefit limit.	\$9

The Medical Benefits and Exclusions below apply to the Coverage Options listed above.

MEDICAL BENEFITS (What the Insurance Plan Pays) - When injury covered by the policy results in treatment by a Licensed Physician within 60 days from the date of accident, the Company will pay the Usual and Customary Charges (U&C) incurred for covered services as listed below, for charges actually incurred within one year from the date of injury up to the specified Maximum Medical Benefit of \$50,000 per injury. (In MT and NC benefits are payable after the deductible per injury is satisfied, the deductible is the amount paid or payable for the same injury by Other Valid Coverage)
This policy will pay benefits regardless of Other Valid Coverage if the covered claim expense is less than \$200. If the covered claim expense exceeds \$200, benefits shall be paid first by Other Valid Coverage. (This coverage is excess in KS, and this coverage is primary in MT and NC after deductible, and in ID, IL)

All Amounts Listed Below are Per Injury

PHYSICIAN'S SERVICES

- a) **Surgical Care** (surgeon, assistant surgeon, and anesthesia)80% U&C, up to \$2,500
- b) **Nonsurgical Care** (includes physiotherapy performed other than in a hospital, 1 visit per day).....U&C, up to \$50 per visit, maximum 6 visits

HOSPITAL CARE

- a) **Inpatient Care**
 - 1) **Hospital Semi-Private Room**U&C, up to \$500 per day
 - 2) **Hospital Miscellaneous Services**80% U&C, up to \$2,500
- b) **Outpatient Care**
 - 1) **Facility Charges for Day Surgery**U&C, up to \$2,500
 - 2) **Emergency Room**80% U&C, up to \$500

Note: Benefits for hospital miscellaneous and outpatient care charges are limited to services not scheduled under Medical Benefits.

X-RAY SERVICES (includes charges for reading)U&C, up to \$250

LABORATORY SERVICESU&C, up to \$250

DIAGNOSTIC IMAGING (includes MRI, CT scan, bone scan and charges for reading)U&C, up to \$500

DENTAL TREATMENT (in lieu of all other medical benefits; for repair and/or replacement of each sound and natural tooth)U&C, up to \$250 per tooth (In SD, sound and natural is deleted)

AMBULANCE SERVICESU&C, up to \$500

ORTHOPEDIC APPLIANCES (when prescribed by a physician for healing)U&C, up to \$250

PRESCRIPTION DRUGS (take home).....U&C, up to \$250

REPLACEMENT EYEGLASSES, CONTACT LENSES, HEARING AIDS (when medical treatment is required for covered injury)U&C, up to \$250

MOTOR VEHICLE INJURYSame as any injury, up to \$2,500 (In KS,\$2,500 limit does not apply)

ACCIDENTAL DEATH AND DISMEMBERMENT

When injury covered by this policy results in Accidental Death or Dismemberment within 180 days from the date of accident, the following benefits will be payable.
Loss of Life\$2,500 Loss of an Eye.....\$2,500 Double Dismemberment\$10,000 Single Dismemberment.....\$2,500

The policy contains a provision limiting coverage to the usual and customary charges. This limitation may result in additional out-of-pocket expenses for the insured.
J-1511/1513(2024)



ENROLLMENT FORM FOR STUDENT ACCIDENT INSURANCE

COVERAGE PLANS

One Time Policy Year Premiums

Full Time Coverage (Does NOT include Interscholastic Sports Coverage)	<input type="checkbox"/> \$ 99
Full Time Coverage AND Interscholastic Sports Coverage (Does not include Football Grades 9-12)	<input type="checkbox"/> \$174
School Time Coverage (Does NOT include Interscholastic Sports Coverage)	<input type="checkbox"/> \$ 16
School Time Coverage AND Interscholastic Sports Coverage (Does not include Football Grades 9-12)	<input type="checkbox"/> \$ 91
Football Coverage (Grades 9-12)	<input type="checkbox"/> \$250
Extended Dental Coverage (Grades PK-12)	<input type="checkbox"/> \$ 9

DO NOT SEND CASH

TOTAL PREMIUM

Make Checks payable to: **STUDENT ASSURANCE SERVICES, INC.**
*Please write student's name on the front of check. **NO REFUNDS**

↑ STUDENT'S LAST NAME ↑ (one letter in each box)

STUDENT'S FIRST NAME _____ M.I. _____

Please Print Address _____ (Street)

_____ (City) _____ (State) _____ (Zip)

Email Address _____

Name of School _____

Name of District _____

Student's Age _____ Grade _____ Phone _____

X _____

GAA-2203Ed.11-16 (Signature of Parent or Guardian) (Date)

EXCLUSIONS (What the Plan DOES NOT Pay)

1. Any sickness, disease, infection (unless caused by an open cut or wound), including but not limited to: aggravation of a congenital condition, blisters, headaches, hernia of any kind, mental or physical infirmity, Osgood-Schlatter disease, osteochondritis, osteochondritis dissecans, osteomyelitis, spondylolysis, slipped femoral capital epiphysis, orthodontics.
2. Injuries for which benefits are paid under Workers' Compensation or Employer's Liability Laws. (In NC, benefits are excluded if the employee, employer, or carrier is responsible or liable according to final adjudication or settlement order under state law)
3. Any Injury involving a two or three-wheeled motor vehicle or snowmobile or any motorized or engine driven vehicle not designed primarily for use on public streets and highways, unless the insured is participating in an activity sponsored by the Policyholder. (In ID, Insured must be participating as a professional)
4. The practice or play of interscholastic sports including travel to or from such activity, practice, or play for students in grades 7-12, unless such premium is paid.
5. In Kansas - No benefits are payable for accidental bodily injuries arising out of a motor vehicle accident to the extent such benefits are payable under any medical expense payment provision (by whatever terminology used including such benefits mandated by law) of any automobile policy.
6. In Ohio - Reinjury if the insured participated in a covered activity against medical advice.

IT IS NOT THE INTENT OF THE POLICY TO PROVIDE BENEFITS FOR AN EXISTING MEDICAL PROBLEM. A re-injury will not be covered if the insured has received treatment within a period of 180 days prior to the effective date of the policy. (In OH, this provision does not apply)

WHAT KIND OF INSURANCE IS THIS?

This is accidental bodily injury insurance; it covers accidental bodily injury occurring while the coverage is in force. Medical illnesses such as ear infections or sore throats are not covered.

WHO SHOULD CONSIDER BUYING THIS INSURANCE?

1. All families with no other health coverage.
2. Families with other medical or dental coverage having deductibles, copays or coinsurance. Our policy applies benefits toward your other health coverage out-of-pocket expenses. (This coverage is primary in MT and NC after deductible, and in ID, IL)

HOW TO ENROLL

1. Select the desired coverage(s) from the options listed above. Premium cannot be prorated. There are two enrollment and payment options.
2. Complete the Enrollment Form and enclose the premium (check made payable to: STUDENT ASSURANCE SERVICES, INC. or credit card payment information). Please write the name of the student on the check. Return the premium payment with the requested enrollment information in an envelope and mail to: Student Assurance Services, Inc. P.O. Box 196, Stillwater, MN 55082-0196; OR
3. Complete enrollment form online at the Student Assurance Services, Inc. website www.sas-mn.com. The online form is available under the K-12 School Look-up.
4. Be sure to retain this brochure and a copy of the premium payment as proof of insurance. You will not receive a policy or ID card. The master policy is issued to the school.

EFFECTIVE AND EXPIRATION DATES

Coverage becomes effective the later of: the Master Policy Effective Date; or 12:01A.M. following the date the envelope containing the enrollment form and premium payment is postmarked by the U.S. Postal Service; or for online enrollment 12:01A.M. following the date the proper premium is received by the Plan Administrator. Interscholastic sports coverage expires on the last day of the authorized season of the current school year. School-Time and Full-Time coverage expires on the first day of school next year.

HOW TO FILE A CLAIM

1. Notify the school and obtain a claim form immediately. The school will fill out Part A of the claim form if it's a school injury.
2. Parents complete Part B of the claim form. **Answer all questions.**
3. Submit copies of the student's *itemized bills* to the student's family medical and dental coverage first, even if there is a large deductible. The other insurance plan will send a report called an Explanation of Benefits (EOB). This plan is supplemental to all other valid coverage. The claim must be filed with the other coverage first! (Coverage is excess in KS, primary in MT and NC after deductible, and in ID, IL) This Plan **DOES NOT** cover penalties imposed for failure to use providers preferred or designated by the primary coverage. (In KS, penalty does not apply)
4. Send the completed claim form, copies of student's itemized bills and EOB to:
STUDENT ASSURANCE SERVICES, INC.
PO BOX 196 • STILLWATER, MN 55082
5. No claim can be completed until **all of the above documents** have been provided.

NOTE: Student must be treated by a Licensed Physician within 60 days of the date of the injury. Proof of claim should be submitted within 90 days from the date of accident, or a reasonable time thereafter not to exceed one year. Itemized bills should be submitted within 90 days from the date of treatment or reasonable time thereafter not to exceed one year. The policy is responsible only for expenses incurred within one year. (In NC, itemized bills must be submitted within 180 days from the date of treatment, not to exceed one year)

This provides a very brief description of some of the important features of the insurance policy. It is not the insurance policy and does not represent it. A full explanation of benefits, exceptions and limitations is contained in the Group Accident Insurance Policy Form GA-2200Ed.11-16 (and any state specific), and any applicable endorsement(s). This policy is considered term accident insurance (except in ID) and is non-renewable. This product may not be available in all states and is subject to individual state regulations. The Master Policy is issued to the School District/School. A copy of the Privacy Notice and Certificate of Coverage (where applicable) may be obtained on the website www.sas-mn.com.
J-1511/1513(2024)

Administered by		Underwritten by
STUDENT ASSURANCE SERVICES, INC. PO Box 196 • Stillwater MN 55082-0196 Toll Free 800-328-2739 - (651) 439-7098	HAVE QUESTIONS? CALL US TOLL FREE AT (800) 328-2739 OR (651) 439-7098	 Ameritas Life Insurance Corp. Lincoln, Nebraska
www.sas-mn.com		

STUDENT ACCIDENT INSURANCE CREDIT CARD PAYMENT

INDICATE PREMIUM SELECTED AND COMPLETE THE REQUESTED ENROLLMENT INFORMATION FOUND ON THE REVERSE SIDE OF THIS FORM.
There is a \$5.00 Processing Fee added to ALL Credit Card Transactions (does not apply to IN, NC residents)

Please charge \$ _____ + \$5.00 Processing Fee = \$ _____ to the following credit card: VISA® , MasterCard®, or Discover®

Credit Card Number	Security Code (on back of card, 3 digits)	Card Expiration Date (Month) (Year)	Credit card billing will state: "Student Assurance Services, Inc."
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>	

Print Cardholder Name _____ Date ____ / ____ / ____

Cardholder Signature _____

Cardholder Address _____
(Street) (City) (State) (Zip)

Telephone Number (_____) _____ - _____

DETACH - Place inside envelope

J-1511/1513(2024)

Accident Insurance for Special Risk



Sport Camps

Rec & Park Programs

Amateur Sports Programs

Special Risk Programs

STUDENT ASSURANCE SERVICES
G-9712SR (SR)

Policy GA-2200Ed.11-16 (ID)(LA)(MN)
(MT)(NC)(ND)(OH)(SD)(TX)(UT)

ACCIDENT INSURANCE

for

Special Risk Programs
Sport Camps
Amateur Sports Programs
Rec & Park Programs

ADMINISTERED BY



Stillwater, Minnesota

UNDERWRITTEN BY



Ameritas Life Insurance Corp.
Lincoln, Nebraska

G-9712SR

(SR)

EXCLUSIONS

- Any sickness, disease, infection (unless caused by an open cut or wound), including but not limited to: aggravation of a congenital condition, blisters, headaches, hernia of any kind, mental or physical infirmity, Osgood-Schlatter disease, osteochondritis, osteochondritis dissecans, osteomyelitis, spondylolysis, slipped femoral capital epiphysis, orthodontics.
- Injuries for which benefits are paid under Worker's Compensation or Employer's Liability Laws. (In NC, benefits are excluded if the employer, employee or carrier is responsible or liable according to final adjudication or settlement order under state law)
- Any Injury involving a two or three-wheeled motor vehicle or snowmobile or any motorized or engine driven vehicle not designed primarily for use on public streets and highways, unless the insured is participating in an activity sponsored by the Policyholder. (In ID, an insured person must be participating as a professional)
- In Ohio - Reinjury if the insured participated in a covered activity against medical advice

TO FILE A CLAIM

- The Policyholder **must** complete Part A of the claim form for all accidents. The parent/guardian or insured must complete **all** questions in Part B or Part C of the claim form.
- The parent/guardian or insured must:
 - Obtain copies of the insured's **itemized bills**. The bills must contain the procedure codes, diagnosis codes, and tax ID and NPI numbers of the provider. Do not submit monthly balance due statements.
 - Submit the insured's itemized bills to the family medical or dental coverage first. This plan is designed to be supplemental to all other valid coverage. The other insurance plan will send a report called Explanation of Benefits (EOB).
 - Send the completed claim form, copies of insured's itemized bills and EOBs to:

STUDENT ASSURANCE SERVICES, INC.
PO BOX 196

STILLWATER MN 55082-0196

(For 2. b and c above, coverage is primary in ID)

For claim questions contact Student Assurance Services at (800) 328-2739 or (651) 439-7098 between 8:00 am and 4:30 pm Central standard time, Monday thru Friday.

TO APPLY FOR COVERAGE

- Complete and return the attached application, with the estimated number of participants and the premium amount. The premium payment must be returned with the application.
- The Master Policy and company claim form will be sent to the Policyholder.
- Make checks payable and mail to:

STUDENT ASSURANCE SERVICES, INC.

PO BOX 196
STILLWATER, MN 55082-0196

PREMIUMS

See Agent Proposal

Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

G-9712SR

ACTIVITIES

DATE BEGINS

TO

DATE ENDS

ESTIMATED # OF PARTICIPANTS

AGES FROM-TO

COVERAGE OPTIONS

This insurance plan provides benefits for covered medical expenses resulting from bodily injury caused directly by accident, independent of all other causes, sustained while the participant is:

- a) practicing, playing, or participating in a special risk activity while under the supervision of a Policyholder's employee; and
- b) traveling to or from such special risk activity while under the supervision of a Policyholder's employee.

The Policy provides a maximum benefit up to \$25,000 per injury and covers all special risk activities sponsored and supervised by the Policyholder.

All participants must purchase coverage. (In OH, a participant is a student)

The Medical Benefits and Exclusions apply to Coverage Options above.

This provides a very brief description of some of the important features of the insurance policy. It is not the insurance policy and does not represent it. A full explanation of benefits, exceptions and limitations is contained in the Group Accident Insurance Policy Form GA-2200Ed.11-16 (and any state specific), and any applicable endorsement(s). This policy is considered term accident insurance (except in ID) and is non-renewable. This product may not be available in all states and is subject to individual state regulations. The Master Policy is issued to the Policyholder as stated on the application. A copy of the Privacy Notice and Certificate of Coverage (where applicable) will be sent to the policyholder.

MEDICAL BENEFITS

When injury covered by the Policy results in treatment by a licensed physician within 60 days from the date of injury, the Company will pay the usual and customary charges (U&C) incurred for covered services below, for expenses incurred within one year from the date of injury up to a **maximum benefit of \$25,000 per injury.**

This insurance plan is secondary to all other valid coverage. A claim must be filed with other valid coverage first! (This coverage is primary in ID) This plan does not cover penalties imposed for failure to use providers preferred or designated by the primary coverage. (In NC, other valid coverage does not include automobile or liability coverage)

Unless stated otherwise, amounts listed below are per injury.

PHYSICIAN'S SERVICES

- a) **Surgical Care** (Includes services for surgeon, assistant surgeon, anesthesia)..... U&C, up to \$2,500
- b) **Nonsurgical Care** (includes physiotherapy treatment performed other than in a hospital, 1 visit per day) U&C, up to \$100 per visit, maximum 10 visits

HOSPITAL CARE

- a) **Inpatient Care**
 - 1) **Hospital Semi-Private Room** U&C, up to \$700 per day
 - 2) **Hospital Miscellaneous Services** U&C, up to \$2,000
- b) **Outpatient Care**
 - 1) **Facility Charges for Day Surgery** U&C, up to \$2,000
 - 2) **Emergency Room** U&C, for hospital miscellaneous charges incurred, up to \$1,000

Note: Benefits for hospital miscellaneous and outpatient care charges are limited to services not scheduled under Medical Benefits.

X-RAY SERVICES

(includes charges for reading) U&C, up to \$300

DIAGNOSTIC IMAGING (MRI, CT Scan, bone scan,

includes charges for reading)..... U&C, up to \$500

DENTAL TREATMENT (in lieu of all other medical benefits;

for repair and/or replacement of each sound and natural tooth. U&C, up to \$200 per tooth
(In SD, sound and natural is deleted)

AMBULANCE SERVICES

..... U&C, up to \$700

ORTHOPEDIC APPLIANCES (when prescribed by a

physician for healing) U&C, up to \$200

PRESCRIPTION DRUGS (take home).....

..... U&C, up to \$400

REPLACEMENT OF EYEGLASSES, CONTACT LENSES,

HEARING AIDS (when medical treatment is required for a covered injury)..... U&C up to \$500

LABORATORY SERVICES (Outpatient).....

..... U&C, up to \$400

SHOTS AND INJECTIONS (Outpatient, in lieu of physician non-surgical care).....

..... U&C, up to \$300

MOTOR VEHICLE INJURY

..... Same as any injury, up to \$2,500

ACCIDENTAL DEATH AND DISMEMBERMENT

When injury covered by this policy results in Accidental Death or Dismemberment within 180 days from the date of accident, the following benefits will be payable.

Loss of Life	\$ 2,500	Double Dismemberment	\$10,000
Loss of an Eye	\$ 2,500	Single Dismemberment	\$ 2,500

IT IS NOT THE INTENT OF THIS POLICY TO PROVIDE BENEFITS FOR AN EXISTING MEDICAL PROBLEM. A re-injury will be covered if the insured has been treatment free for a period of 180 days prior to the effective date of the policy.(In OH, this provision does not apply)

THE POLICY CONTAINS A PROVISION LIMITING COVERAGE TO USUAL AND CUSTOMARY CHARGES. THIS LIMITATION MAY RESULT IN ADDITIONAL OUT-OF-POCKET EXPENSES FOR THE INSURED.



Ameritas Life Insurance Corp.
Lincoln, Nebraska

APPLICATION FOR SPECIAL RISK ACCIDENT INSURANCE

Name of Policyholder _____

Street Address _____

City _____

State _____

Zip _____

List the Activities for which this application applies on the back of this form. Effective Date _____

Does NOT include coverage for Contact Football - Please contact agent for special rate

Number of Participants _____ X \$3.00 * = Total Premium Enclosed \$ _____

(*Rate per insured) (Sub Total)

(Minimum Premium \$300.00)

Applied for by: Name (please print) _____

e-mail address _____

Signature _____ Phone _____

I certify the information recorded on this application is the information provided by the Applicant.

Agent _____

Print Name _____

Phone Number _____

E-Mail Address _____

Date _____

Agent Mailing Address _____

*The maximum term of coverage at this premium rate is 3 months. If longer term of coverage is needed, please contact our office for rates. PLEASE SEND APPLICATION AND PREMIUM PAYMENT TO:

GAA-2202Ed.11-16 (NC)(OH) Student Assurance Services, Inc., PO Box 196, Stillwater, MN 55082-0196 Phone Toll Free (800) 328-2739

COPY

GUARANTEE TRUST LIFE INSURANCE COMPANY
Glenview, Illinois
Application For Student Accident Insurance

Name of Policyholder: Osceola School District #19
Address: 565 South Kimmel Street Osceola NE 68651
Street City State Zip County

Junior/Middle High Schools consist of grades 6-8 Senior High Schools consist of grades 9-12

Total District enrollment 125 Please attach a list of all schools in the District.

Policy Number: 264-125-075-H

STUDENT ACCIDENT COVERAGE

Coverage shall become effective on the date that premium is received by the Company or its representative, but in no event prior to the first day of school, which is 8/15/2024. The termination date shall be 5/21/2025, which is the opening day of the following fall term of the Policyholder. Termination of each individual's insurance will be as outlined in the Master Policy.

For interscholastic sports which begin prior to the first day of school, coverage begins on the first day of the earliest practice, which is 8/5/2024. Coverage for each individual sport terminates at the end of its season, as determined by the State High School Athletic Association.

FOOTBALL ONLY ACCIDENT COVERAGE **IN EFFECT** **NOT IN EFFECT**

Interscholastic Football Only Accident Coverage becomes effective on 8/5/2024 and terminates at the end of its season, as determined by the State High School Athletic Association. Spring Practice begins on . Each individual's football coverage shall become effective on the date the premium is paid, provided the Company receives the name and premium in an envelope postmarked not later than three days after coverage is to be effective. In the event that the name and premium are received at a later date, coverage shall be effective on the day after the date of postmark.

It is understood and agreed that Interscholastic Football Only Accident Coverage will be null and void unless Student Accident Coverage is offered by the school authorities to all students in all schools of the Policyholder.

The Student Accident Insurance Policy will cover those students who pay the required premium as shown below:					
COVERAGE	GRADES	PREMIUMS	COVERAGE	GRADES	PREMIUMS
24-Hour	PK-12	\$180.00/\$365.00	Football	9-12	\$250.00/\$500.00
School-Tim	PK-8	\$50.00/\$100.00			
School-Time	9-12	\$75.00/\$150.00			

It is agreed that any claim form presented by the Policyholder will certify that the claimant was actually injured while attending, playing, or practicing, or attending school as a student of the Policyholder.

The following notices are applicable where stated:

ALL OTHER STATES, except NEW HAMPSHIRE: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim containing any false, incomplete, or misleading information may be guilty of insurance fraud and subject to criminal and civil penalties.

All documents that form our insurance relationship will be provided to you in electronic format, unless otherwise requested.

Authorized Signature: [Signature] Date: 3/18/2024
Agent Signature: [Signature] Date: 3/18/24
Please provide an email address to receive supplies electronically: jlovalley@osceola.esu7.org

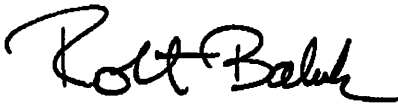
GUARANTEE TRUST LIFE INSURANCE COMPANY
1275 Milwaukee Avenue, Glenview, Illinois 60025

This Policy is issued to the Policyholder by Guarantee Trust Life Insurance Company herein referred to as We Us, Our) on the Policy Effective Date at 12:01 a.m. standard time at Policyholder's address. The Policyholder and Policy Effective Date are shown on the Schedule of Benefits.

This Policy is governed by the laws of the State where it is issued and is a legal contract between Us and Policyholder.

We hereby insure Eligible Persons of the Policyholder for whom premium has been timely paid. Eligible Persons are defined on the Schedule of Benefits. Company agrees to pay benefits set forth in the Policy. Benefit payment is governed by the terms of this Policy.

READ YOUR POLICY CAREFULLY.



Secretary



President

ONE YEAR NON-RENEWABLE TERM

BLANKET ACCIDENT POLICY

NON-PARTICIPATING

THIS IS NOT A POLICY OF WORKER'S COMPENSATION INSURANCE. THIS POLICY IS NOT IN LIEU OF AND DOES NOT AFFECT ANY REQUIREMENT FOR WORKER'S COMPENSATION COVERAGE.

THIS IS NOT MEDICARE SUPPLEMENT COVERAGE. IF A COVERED PERSON IS ELIGIBLE FOR MEDICARE, THEY SHOULD REVIEW THE GUIDE TO HEALTH INSURANCE FOR PEOPLE WITH MEDICARE AVAILABLE FROM THE COMPANY.

THIS IS ACCIDENT ONLY COVERAGE AND DOES NOT PAY BENEFITS FOR LOSS FROM SICKNESS. THIS IS LIMITED COVERAGE AND IS NOT INTENDED TO COVER ALL MEDICAL EXPENSES. READ YOUR POLICY CAREFULLY.

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DEFINITIONS

Accident: A sudden, unforeseeable, external event which results in an Injury.

Ambulance: A vehicle which is licensed solely as an ambulance by the local regulatory body to provide:

1. transportation to a Hospital; or
2. transportation from one Hospital to another for those individuals who are unable to travel to receive medical care by any other means.

Air ambulance charges are only eligible for transportation from the site of an Emergency to the nearest appropriate facility or from facility to facility.

Benefit Period: The number of days following the date of an Injury during which Covered Charges must be incurred, subject to the Initial Treatment Period. The Benefit Period begins on the date of Injury and ends on the last day of the Benefit Period. The Benefit Period is shown on the Schedule of Benefits.

Covered Activity: Any activity which the Policyholder requires the Insured to attend, or any activity of the Policyholder's school, including field trips, which is under the sole control and supervision of the Policyholder, but not including activities which are under the sponsorship or supervision arrangement with any non-Policyholder group.

Covered Charge: The Reasonable and Customary charge for a service or supply listed in this Policy which is performed or given under the direction of a doctor for the Medically Necessary treatment of an Injury. A Covered Charge is considered incurred on the date the treatment or service is rendered or the supply is furnished.

Deductible: A dollar amount of Covered Charges paid by the Insured before We pay any benefits under the Accident Medical Expense Benefit. The Deductible is shown on the Schedule of Benefits.

Designated Vehicle: A Motor Vehicle designated by and under the direct supervision of the Policyholder and operated by a properly licensed adult driver which transports Insureds to and from Covered Activities.

Doctor: A legally qualified person licensed in the healing arts and practicing within the scope of his or her license and who is not a Family Member.

Durable Medical Equipment: A device which:

1. is primarily and customarily used for medical purposes; and
2. is specially equipped with features and functions that are generally not required in the absence of Injury; and
3. is used exclusively by the Insured; and
4. is routinely used in a Hospital but can be used effectively in a non-medical facility; and
5. can be expected to make a meaningful contribution to the Insured's Injury; and
6. is prescribed by a Doctor and the device is Medically Necessary for the Insured's rehabilitation.
7. Includes cryotherapy sequential compression units and their accessories.

Durable Medical Equipment does not include, and is not limited to the following:

1. comfort and convenience items; and
2. equipment that can be used by Family Members other than the Insured; and
3. health exercise equipment; and
4. equipment that may increase the value of the Insured's Residence.
5. Modifications to the Insured's residence, property or automobiles, such as ramps, elevators, spas, air conditioners and vehicle hand controls; or
6. Corrective shoes; or
7. Exercise and sports equipment.

Eligible Person: An Eligible Person, as defined by the Policyholder, is shown on the Schedule.

Emergency: An Injury for which the Insured seeks immediate medical treatment at the nearest available facility. The condition must be one which manifests itself by acute symptoms which are sufficiently severe (including severe pain) that, without immediate medical care, the Insured could reasonably expect that:

1. his or her life or health would be in serious jeopardy; or
2. his or her bodily functions would be seriously impaired; or

3. a body organ or part would be seriously damaged.

Experimental/Investigational: A drug, device or medical care or treatment will be considered experimental/investigational if:

1. the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration, and approval for marketing has not been given at the time the drug or device is furnished; or
2. the informed consent document utilized with the drug, device, medical care or treatment states or indicates that the drug, device, medical care or treatment is part of a clinical trial, experimental phase or investigational phase or if such a consent document is required by law; or
3. the drug, device, medical care or treatment or the patient informed consent document utilized with the drug, device or medical care or treatment was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal or state law requires such review and approval; or
4. reliable evidence shows that the drug, device or medical care or treatment:
 - a. is the subject of ongoing Phase I or Phase II clinical trials; or
 - b. is the research, experimental study or investigational arm of on-going Phase III clinical trials; or
 - c. is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment of diagnosis;
 - d. or
5. reliable evidence shows that the prevailing opinion among experts regarding the drug, device or medical care or treatment is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment of diagnosis.

Reliable evidence means only:

1. published reports and articles in authoritative medical and scientific literature; or
2. written protocol or protocols by the treating facility studying substantially the same drug, device or medical care or treatment; or
3. the written informed consent used by the treating facility or other facility studying substantially the same drug, device or medical care or treatment.

Covered Charges will be considered in accordance with the drug, device or medical care at the time the charge is incurred.

Family Member: A person who is related to the Insured in any of the following ways: spouse, domestic or civil union partner (as defined, and as permitted, by law), brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted, step or foster child).

Hospital: An institution licensed, accredited or certified by the State which:

1. is accredited by the Joint Commission on Accreditation of Healthcare Organizations; and
2. provides 24-hour nursing service by registered nurses (R.N.); and
3. mainly provides diagnostic and therapeutic care under the supervision of Doctors on an inpatient basis; and
4. maintains permanent surgical facilities or has an arrangement with another surgical facility supervised by a staff of one or more Doctors.

The term Hospital also includes tax-supported institutions, which are not required to maintain surgical facilities.

The term Hospital does not include a place, special ward, floor or other accommodation used for:

1. custodial or educational care; or
2. rest, or
3. the aged; or
4. a nursing home;

or an institution mainly rendering treatment or services for mental illness or substance abuse.

Hospital Confined/Hospital Confinement: Confinement in a Hospital for at least 18 consecutive hours by reason of an Injury for which benefits are payable.

Initial Treatment Period: The number of days following an Injury during which the Insured must seek initial treatment for an Injury. The Initial Treatment Period is shown on the Schedule of Benefits.

Injury: Bodily injury due to an Accident which:

1. results directly and independently of disease, bodily infirmity or any other causes; and

2. solely, directly and independently of all other causes results in medical expense; and
3. occurs after the effective date of the Insured's coverage under this Policy; and
4. occurs while this Policy is in force.

All injuries sustained in any one Accident, including all related conditions and recurrent symptoms of these Injuries, are considered a single Injury.

Insured: An Eligible Person who has satisfied all of the following requirements:

1. He or she is eligible for coverage under the Policy.
2. He or she has been accepted for coverage under the Policy, or has been automatically added.
3. Premium has been paid for him or her.
4. His or her coverage has become effective and has not terminated.

Insured Percent: The percentage of Covered Charges We pay for each Injury. The Insured Percent is shown in the Schedule of Benefits.

Intensive Care Unit: A specifically designed facility of the Hospital that provides the highest level of medical care; and which is restricted to those patients who are critically ill or injured. Such facility must be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement. They must be permanently equipped with special life-saving equipment for the care of the critically ill or injured; and under constant and continuous observation by nursing staff assigned on a full-time basis, exclusively to the Intensive Care Unit. Intensive Care Unit does not mean any of these step-down units: progressive care; sub-acute intensive care; intermediate care units; private monitored rooms; observation units; or other facilities which do not meet the standards for Intensive Care.

Interscholastic a sport or activity organized between schools or representatives of the schools.

Maximum Benefit Amount: The maximum amount of benefits We will pay for any one Injury under the Accident Medical Expense Benefit. The Maximum Benefit Amount is shown on the Schedule of Benefits.

Medically Necessary: A treatment, drug, device, procedure, supply or service that is necessary and appropriate for the diagnosis or treatment of an Injury in accordance with generally accepted standards of medical practice in the United States at the time it is provided. When specifically applied to Hospital confinement, it means that the diagnosis or treatment of symptoms or a condition cannot be safely provided on an outpatient basis.

A treatment, drug, device, procedure, supply or service shall not be considered as Medically Necessary if it:

1. is Experimental/Investigational or for research purposes; or
2. is provided solely for education purposes or the convenience of the Insured, the Insured's family, Doctor, Hospital or any other provider; or
3. exceeds in scope, duration, or intensity that level of care that is needed to provide safe, adequate and appropriate diagnosis or treatment and where ongoing treatment is merely for maintenance or preventive care; or
4. could have been omitted without adversely affecting the person's condition or the quality of medical care; or
5. involves the use of a medical device, drug or substance not formally approved by the United States Food and Drug Administration; or
6. involves a service, supply or drug not considered reasonable and necessary by the Healthcare Financing Administration Medicare Coverage Issues Manual; or
7. can be safely provided to the patient on a less cost-effective basis such as outpatient, by a different medical professional, or pursuant to a more conservative form of treatment.

We reserve the right to determine whether a service, supply, or drug is Medically Necessary.

Mental or Nervous Disorder: Any condition or disease, regardless of its cause, listed in the most recent edition of the *International Classification of Diseases* as a Mental Disorder on the date the medical care or treatment is rendered to the Insured.

Motor Vehicle: Any registered motorized vehicle or conveyance with four or more wheels which is designated for travel on public roads or property and is not otherwise excluded.

Off-Season Physical Conditioning: School/team sanctioned and supervised off-season workouts and training for covered student athletes.

Other Valid and Collectible Insurance or Plan: Any reimbursement for or recovery of any element of Covered Charges incurred available from any other source whatsoever, except gifts and donations, but including without limitation:

1. any individual, group, blanket, or franchise policy of accident, disability or health insurance; or
2. any arrangement of benefits for members of a group, whether insured or uninsured; or
3. any prepaid service arrangement such as Blue Cross or Blue Shield; individual or group practice plans, or health maintenance organizations; or
4. any amount payable for Hospital, medical or other health services. Injury arising out of a motor vehicle accident to the extent such benefits are payable under any medical expense payment provision (by whatever terminology used including such benefits mandated by law) of any motor vehicle insurance policy; or
5. any amount payable for; services or injuries or diseases related to the Insured's job to the extent that he actually received benefits under a Worker's Compensation Law; or the settlement a Covered Person enters into to give up his or her rights to recover future medical expenses that would have been payable except for that settlement; or
6. Social Security Disability Benefits, except that Other Valid and Collectible Insurance or Plan shall not include any increase in Social Security Disability Benefits payable to the Insured after he or she becomes disabled while insured hereunder; or
7. any benefits payable under any program provided or sponsored solely or primarily by any governmental agency or subdivision or through operation of law or regulation.

Physical Therapy: Non-surgical physical or mechanical therapy, diathermy, ultrasonic therapy, heat treatment in any form, manipulation or massage.

Policyholder: The entity to which this Policy is issued.

Policy Year: The period of 12 months following the Policy's Effective Date.

Prescription Drugs: Drugs which may only be dispensed by written prescription under Federal law, and approved for general use by the Food and Drug Administration. The drugs must be dispensed by a licensed pharmacy provider for the Insured's outpatient use.

Primary Benefit Amount: The maximum amount of benefits We will pay for Covered Charges without regard to Other Valid and Collectible Insurance or Plan.

Reasonable and Customary Charges, Fees or Expenses: The most common charge for similar professional services, drugs, procedures, devices, supplies or treatment within the area in which the charge is incurred, so long as those charges are reasonable. The most common charge means the lesser of:

1. the actual amount charged by the provider; or
2. the negotiated rate; or
3. the charge which would have been made by the provider (Doctor, Hospital, etc.) for a comparable service or supply made by other providers in the same Geographic Area as reasonably determined by Us for the same service or supply.

"Geographic Area" means the three digit zip code prefix in which the service, treatment, procedure, drugs or supplies are provided; or a greater area if necessary to obtain a representative cross-section of charge for a like treatment, service, procedure, device, drug or supply.

Repetitive Motion Injuries: Temporary or permanent injuries to muscles, nerves, ligaments, and tendons caused by doing the same motion over and over again.

Residence: The home and land or property on which the Insured's dwelling or home is located.

Sound Natural Teeth: Natural teeth, the major portion of the individual tooth which is present, regardless of fillings and caps; and is not carious, abscessed, or defective.

Terrorist Activity: An act or acts of any person or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. It may include, but not be limited to the actual use of force or violence and/or the threat of such use. The perpetrators of Terrorist Activity can either be acting alone or on behalf of, or in connection with any organization(s) or governments.

CONDITIONS OF INSURANCE

ELIGIBILITY

Eligible Persons are eligible to enroll for coverage under this Policy.

EFFECTIVE DATE

Policyholder: This Policy shall be effective on the later of:

1. The Effective Date shown on the application; or
2. The date We approve the application.

The Effective Date is shown on the Schedule of Benefits.

Insured: Subject to receipt of premium, coverage is effective on the Effective Date shown on the Schedule of Benefits.

TERMINATION

Policyholder: This Policy is issued for the term stated on the Schedule of Benefits, on the Effective Date of this Policy.

Insured: Football Only Accident Coverage. Coverage will terminate at the earlier of:

1. the date the Policy terminates; or
2. the date the Insured ceases to be a member of the Policyholder's football team; or
3. the last day of regularly scheduled football activity; or
4. the date the Insured ceases to be an Eligible Person; or
5. the end of the period for which any applicable premium has been paid.

Insured: All Sports Accident Coverage. Coverage will terminate at the earlier of:

1. the date the Policy terminates; or
2. the date the Insured ceases to be a member of the Policyholder's sports teams; or
3. the last day of regularly scheduled sports activity in which the Insured participates; or
4. the date the Insured ceases to be an Eligible Person; or
5. the end of the period for which any applicable premium has been paid.

Insured: School-Time Student Accident Coverage. Coverage will terminate at the earlier of:

1. the date the Policy terminates; or
2. the date the Insured ceases to be an Eligible Person; or
3. the end of the period for which any applicable premium has been paid.

Insured: 24-Hour-A-Day Accident Coverage. Coverage will terminate at the earlier of:

1. the date the Policy terminates; or
2. the date the Insured ceases to be an Eligible Person; or
3. the end of the period for which any applicable premium has been paid.

Termination of coverage will not affect a claim for a covered loss that occurred while the Insured's coverage was in force.

We have the right to terminate the coverage of any Insured who submits a fraudulent claim under the Policy.

SCOPE OF COVERAGE

Subject to the Eligibility, Effective Date, and Termination provisions, an Insured will be covered for Accidental Injury that occurs while insured as elected by the Policyholder and, if applicable, as elected on their enrollment form.

Football Only Accident Coverage: If this option is shown on the enrollment form, an Insured, including student coaches, student managers and student trainers, will be covered for Injury which is incurred while the Insured is participating in or attending Interscholastic football activities as described in Scope of Coverage on the Schedule of Benefits, which are officially authorized, sanctioned and scheduled by the Policyholder, supervised by a coach, referee, or by another adult

specifically assigned supervisory duties and authority and governed by the rules and regulations of the appropriate athletic/activities association or organization. This includes related:

1. pre-competition activities; and
2. regularly-scheduled practice or training sessions; and
3. a scheduled tryout, workout session or team meeting; and
4. regularly-scheduled competition or exhibition game; and
5. sponsored team travel authorized, organized and supervised by the Policyholder.

Coverage is also provided while traveling directly and uninterruptedly to or from the location designated by the Policyholder for football activities in a Designated Vehicle.

All Sports Accident Coverage: If this option is shown on the enrollment form, an Insured, including student coaches, student managers and student trainers, will be covered for Injury which is incurred while the Insured is participating in or attending Interscholastic athletic activities as described in Scope of Coverage on the Schedule of Benefits, which are officially authorized, sanctioned and scheduled by the Policyholder, supervised by a coach, referee, or by another adult specifically assigned supervisory duties and authority and governed by the rules and regulations of the appropriate athletic/activities association or organization. This includes related:

1. pre-competition activities; and
1. regularly-scheduled practice or training sessions; and
2. a scheduled tryout, workout session or team meeting; and
3. regularly-scheduled competition or exhibition game; and
4. sponsored team travel authorized, organized and supervised by the Policyholder.

Coverage is also provided while traveling directly and uninterruptedly to or from the location designated by the Policyholder for athletic activities, in a Designated Vehicle.

School-Time Student Accident Coverage: If this option is shown on the enrollment form, an Insured will be covered for Injury which is incurred while the Insured is:

1. on the Policyholder's premises:
 - a. during the hours and on the days when Policyholder is in session, including one hour before and after; or
 - b. during supervised and scheduled extracurricular activities;
 - c. during Policyholder sponsored and supervised field trips;
 - d. during the hours and on the days when Policyholder is not in session while the Insured is participating in or attending any Covered Activity.
2. away from the Policyholder's premises while participating in or attending any Covered Activity, or traveling to and from such activity in a Designated Vehicle, whether or not such Policyholder is in session.
3. Traveling directly and uninterruptedly to or from the Insured's Residence in a Designated Vehicle to attend regular Policyholder sessions.

24-Hour-A-Day Accident Coverage: If this option is shown on the enrollment form, an Insured will be covered for Injury which is incurred on a 24-hour-per-day basis.

ACCIDENTAL DEATH, DISMEMBERMENT AND LOSS OF SIGHT, SPEECH AND HEARING BENEFIT

If Injury from an Accident results in a loss covered by this benefit, We will pay the benefit in the amount set opposite such loss, as shown on the Schedule of Benefits. Such loss must occur within 365 days of such Accident. If the Insured sustains more than one such loss as the result of one Accident, We will pay only one amount, the largest to which the Insured is entitled.

Loss of hand or foot means loss by severance at or above the wrist or ankle joint. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. Loss of speech means total, permanent and irrecoverable loss of audible communication. Loss of hearing means total and permanent loss of hearing which cannot be corrected by any means.

Single Dismemberment means loss of one hand, or loss of one foot, or loss of sight in one eye, or loss of hearing in one ear.

Double Dismemberment means loss of both hands, or loss of both feet, or loss of one hand and one foot, or loss of sight in both eyes, or loss of hearing in both ears, or loss of speech.

Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Policy.

ACCIDENT MEDICAL EXPENSE BENEFITS

Subject to the definitions, limitations, exclusions, and other provisions of the Policy, We will pay benefits, as defined and limited below, for Covered Charges incurred by the Insured due to Injury.

Covered Charges are payable only for an Injury:

1. for which the first treatment or service is incurred within the Initial Treatment Period; and
2. for which the charge for all treatment or services is incurred within the Benefit Period.

Covered Charges are shown on the Schedule of Benefits.

No Other Valid and Collectible Insurance or Plan

We will pay the Insured Percent of incurred Covered Charges up to the Maximum Benefit Amount, Per Injury.

Other Valid and Collectible Insurance or Plan

We will pay the Insured Percent of incurred Covered Charges which are in excess of the total benefits payable for the same Injury by any Other Valid and Collectible Insurance or Plan on a provision of service or on an expense incurred basis, up to the Maximum Benefit Amount, Per Injury.

If Other Valid and Collectible Insurance or Plan provides benefits on an excess coverage basis, Our plan will pay first, if it has been in effect for the longer period of time at the date of such Injury.

For purposes of this Policy, the Insured's entitlement to Other Valid and Collectible Insurance or Plan will be determined as if this Policy did not exist and shall not depend upon whether timely application for benefits from Other Valid and Collectible Insurance or Plan is made by or on behalf of the Insured.

Primary Benefit Amount: If a Primary Benefit Amount is shown in the Schedule of Benefits, We will pay the Covered Charges incurred for an Injury up to the Primary Benefit Amount. Such Covered Charges will be paid according to the terms of the Policy. Thereafter, subsequent claims received for the same Injury which are in excess of the Primary Benefit Amount, will be subject to the excess provision.

EXCLUSIONS

This Policy does not provide benefits for:

1. treatment, services, or supplies which:
 - a. are not Medically Necessary; or
 - b. are not prescribed by a Doctor as necessary to treat an Injury; or
 - c. are determined to be Experimental/Investigational in nature; or
 - d. are received without charge or legal obligation to pay; or
 - e. are received from persons employed or retained by the Policyholder or any Family Member, unless otherwise specified; or
 - f. are not specifically listed as Covered Charges in this Policy; or
2. Intentionally self-inflicted Injury; or
3. Injury received while violating or attempting to violate any duly enacted law; or
4. Injury by acts of war, whether declared or not; or
5. Injury received while traveling or flying by air, except as a fare-paying passenger on a regularly scheduled commercial airline; or
6. Injury covered by Workers' Compensation or the Occupational Disease Law; or mandatory no-fault automobile insurance; or
7. suicide or attempted suicide; or

8. Off Season Physical Conditioning for interscholastic sports. The "official season" for each specific covered sport is the period within the dates determined by the appropriate athletic/activities association for the practice and play of that sport; or
9. any penalty imposed by Other Valid and Collectible Insurance or Plan for failure to follow plan procedures; or
10. re-injury or complications of an Injury which occurred prior to the Policy's Effective Date; or
11. hernia, any type, regardless of cause; or
12. Injury sustained fighting or brawling, except as an innocent victim; or
13. Injury sustained while committing or attempting to commit a felony, or
14. Injury sustained while voluntarily participating in a riot or civil commotion, or insurrection, or disturbance of any kind; or
15. treatment of sickness or disease in any form; or
16. treatment of temporomandibular joint dysfunction and associated myofascial pain; or
17. loss resulting from being legally intoxicated or under the influence of alcohol as defined by the laws of the state in which the Injury occurs; or
18. loss resulting from the use of any drug or agent classified as narcotic, psycholytic, psychedelic, hallucinogenic, or having a similar classification or effect, unless prescribed by a Doctor; or
19. Injury sustained while operating, riding in or upon, mounting or alighting from, any two- or three- or four wheeled recreational motor/engine driven vehicle, or snowmobile, or all-terrain vehicle (ATV); or
20. Injury sustained participating in a rodeo; or
21. Injury sustained while participating in or practicing for Interscholastic tackle football, in grades 9-12, including travel, unless optional coverage has been purchased; or
22. treatment in any Veteran's Administration or federal Hospital, except if there is a legal obligation to pay; or
23. cosmetic or plastic surgery, except for reconstructive surgery on an injured part of the body; or
24. Treatment of illness, disease or infections, except infections which result from an accidental Injury or infections which result from accidental, involuntary or unintentional ingestion of a contaminated substance; or
25. Charges for treatments, services or supplies which exceed reasonable and customary charges; or
26. Losses directly or indirectly arising out any chemical or biological release and/or contamination which results from Terrorist Activity; or
27. Any loss as the result of Terrorist Activity and/or non-detonating weapons of mass destruction; or
28. Any loss directly or indirectly arising out of any nuclear explosion, detonation, release and/or contamination whether in time of peace or war, and regardless of any other causes or events contributing concurrently or in any other sequence thereto.

PREMIUM

Payment of Premium/Due Date: All premium, charges or fees (hereinafter "Premium") must be paid to Us at Our home office prior to the start of the term for which coverage is selected. In no event will coverage become effective prior to the date of enrollment and receipt of the required premium at Our home office, or by Our agent.

Returned or Dishonored Payment: If a check in payment for the Premium is dishonored for insufficient funds, a reasonable service charge may be charged to You which will not exceed the maximum specified under state law. A dishonored check shall be considered a failure to pay Premium and coverage shall not take effect.

Change to Premium: We may change the required premium at any time when any change affecting the rates is made to the Policy. Such change in the Policy will not take effect until any additional required premium is received by Us, except as otherwise agreed to in writing by Policyholder and Us.

Grace Period: We allow a grace period of 31 days for the payment of premium after the first premium. Coverage is in force during the grace period. If, at least 60 days prior to the premium due date, We send written notice to You of Our intent not to renew this Policy, then the grace period will not apply to any period after the date the non-renewal is to be effective. If You send written notice to Us of Your intent not to renew this coverage, then the grace period will not apply after the date the non-renewal is to be effective.

CLAIM PROVISIONS

Notice of Claim: Written notice of claim must be given to Us or Our authorized representative within 60 days after a covered loss starts, or as soon thereafter as is reasonably possible. Notice should include information sufficient to identify the Insured.

Claim Forms: Upon receipt of written notice of claim, We will furnish to the claimant such forms as are usually furnished by Us for filing Proofs of Loss. If such forms are not furnished within 15 days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to Proof of Loss upon submitting, within the time fixed in this Policy for filing Proof of Loss, written proof covering the occurrence, the character, and the extent of the loss for which claim is made.

Proof of Loss: Written proof of loss for Hospital confinement must be given to Us or Our authorized representative within 90 days after release from the Hospital. Proof of any other covered loss must be given to Us or Our authorized representative not later than 90 days after the covered loss. If proof of loss is not given within the 90-day timeframe, the claim will not be denied or reduced for that reason if that proof was given as soon as reasonably possible.

Time of Payment of Claims: Benefits will be paid as soon as We receive proper proof of loss unless this Policy provides for periodic payment. When this Policy provides for periodic payment, the benefits will accrue and will be paid monthly subject to proper proof of loss.

Payment of Claims: Benefits payable under this Policy for loss of life will be paid to the Insured's next of kin and the provisions respecting such payment set out herein and effective at the time of payment. Any other payable benefits remaining unpaid at the time of the Insured's death may, at Our option, be paid to the Insured's next of kin or to the Insured's estate. All other benefits will be payable to the Insured medical services provider.

If any indemnity of this Policy shall be payable to the estate of the Insured or to an Insured who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity to his parent, guardian or other person actually supporting him. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

Subject to any written direction of the Insured or of the legal or natural guardian of the Insured, if the Insured is a minor or otherwise incompetent to make such a direction, all or a portion of any indemnities provided by this Policy as a result of medical, surgical, dental, hospital or nursing service may, at the Company option, and unless the Company is requested in writing not later than the time for filing proofs of loss, be paid directly to the hospital or person rendering such services; but it is not requested that the services be rendered by a particular Hospital or person.

Physical Examination and Autopsy: At Our own expense, We shall have the right and opportunity to examine the Insured as We may reasonably require while a claim is pending. At Our own expense, We may also have the right to make an autopsy in the case of death, where it is not prohibited by law.

Legal Actions: A legal action may not be brought to recover on this Policy within 60 days after written Proof of Loss has been given as required. No such action may be brought after three years from the time written proof was required to be given.

Subrogation: When benefits are paid to or for the Insured under the terms of this Policy, We shall be subrogated, unless otherwise prohibited by law, to the rights of recovery of such Insured against any person who might be acknowledged as liable or found legally liable by a Court of competent jurisdiction for the Injury that necessitated the hospitalization or the medical or surgical treatment for which benefits were paid. Such subrogation rights shall extend only to Our recovery of the benefits We have paid for such hospitalization and treatment, and We shall pay the fees and costs associated with such recovery.

GENERAL PROVISIONS

Entire Contract; Changes: This Policy, including the application, endorsements and the attached papers, if any, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by one of Our executive officers and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or waive any of its provisions.

Our failure to enforce any Policy provision shall not waive, modify or render such provision unenforceable at any other time; at any given time; or under any given set of circumstances, whether the circumstances are, or are not, the same.

We have full, exclusive, and discretionary authority to determine all questions arising in connection with the Policy, including its interpretation.

Incontestability: All statements made in an application by the Policyholder are, in the absence of fraud, representations and not warranties. No statement shall be used to contest this Policy, the validity of coverage or reduce benefits, unless it is in writing, signed by the Policyholder, and a copy of such statement is furnished to the Policyholder.

Insurance Class: Policyholder may set forth in its application Insurance Classes of Eligible Persons. The Policyholder shall notify Us when a change of Insurance Class occurs for the Insured.

Clerical Error: If a clerical error is made so that an otherwise Eligible Person's coverage does not become effective, coverage may be in effect if:

1. the Policyholder makes a written request for coverage on a form approved by Us; and
2. any premium not paid because of the error is paid in full from the effective date of coverage.

We reserve the right to limit retroactive coverage to two months preceding the date the error was reported.

If a clerical error is made so that the coverage is in effect for a person who is not eligible, an adjustment will be made to correct the error. Any Premium refund will be reduced by any payment made for claims. If claims paid exceed the Premium refund, the Policyholder shall reimburse Us for the overpayment.

Information and Records: The Policyholder shall provide Us information necessary to administer coverage under the Policy. Information is required when an Eligible Person becomes covered, when changes in amounts of coverage occur, and when the Insured's coverage terminates.

Non-Participating: The Policy is non-participating. It does not share in Our profits or surplus earnings.

Conformity with State Statutes: If any provision of this Policy is contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law.

Certificate of Insurance: Where required by law, We will send to the Insured an individual certificate. The certificate will outline the insurance coverage under the Policy and to whom benefits are payable.

SCHEDULE OF BENEFITS

POLICYHOLDER INFORMATION

Policy Number:	264-125-075-H
Policyholder:	Osceola School District #19
Policy Effective Date:	August 15, 2024
Policy Term:	August 15, 2024 to August 15, 2025
Eligible Persons:	Students who are enrolled and attending the Policyholder's School as Full-Time Students
Scope of Coverage:	<ul style="list-style-type: none"> • Football Only Accident Coverage: High school interscholastic tackle football grades 9-12. • All Sports Accident Coverage: All interscholastic sports, except high school interscholastic tackle football grades 9-12. • School-Time Student Accident Coverage • 24-Hour-A-Day Accident Coverage
Insured Effective Date:	The date premium is received by Us or Our representative but not prior to the opening day of School, except in the case of Football Only Accident Coverage or All Sports Accident Coverage, in which case coverage will begin on the first official day of practice.

ACCIDENTAL DEATH, DISMEMBERMENT AND LOSS OF SIGHT, SPEECH AND HEARING BENEFIT

The losses listed below are payable per Insured per Accident, unless specified otherwise in the Policy.

Loss of Life	\$5,000
Single Dismemberment	\$1,000
Double Dismemberment	\$10,000

ACCIDENT MEDICAL EXPENSE BENEFITS

Maximum Benefit Amount, Per Injury	\$25,000
Deductible, per Injury	\$0
Insured Percent	100%
Payment System Percentile	90 th
Initial Treatment Period	30 days
Benefit Period	52 weeks
Primary Benefit Amount	\$100

COVERED CHARGES STANDARD PLAN

Treatment, services or supplies incurred for:
Hospital room and board and general nursing care, limited to a maximum of \$225 per day.
Intensive Care, limited to a maximum of \$225 per day.
Miscellaneous Hospital charges, limited to a maximum of \$1,500.
Doctor's charges for surgery, limited to a maximum of \$2,000.
Administration of anesthesia.
Assistant surgeon charge.
Non-surgical Doctors' visits, including Physical Therapy, up to \$25 for the first visit and \$20 for each visit thereafter. Physical Therapy is limited to a maximum benefit of 5 visits.
Hospital Emergency care, excluding professional charges, limited to a maximum of \$200.
Outpatient imaging procedures and interpretation for MRI/CAT scan, up to a maximum benefit of \$250.
Outpatient X-ray services, limited to a maximum of \$250.
Ambulance charges, limited to a maximum of \$100.
Durable Medical Equipment, including orthopedic appliances, limited to a maximum of \$100.
Dental treatment for Injury to Sound Natural Teeth, limited to \$200 per tooth.
Injuries sustained in a Motor Vehicle Accident are limited to \$5,000.

COVERED CHARGES DELUXE PLAN

Treatment, services or supplies incurred for:
Hospital room and board and general nursing care, limited to a maximum of \$450 per day.
Intensive Care, limited to a maximum of \$450 per day.
Miscellaneous Hospital charges, limited to a maximum of \$3,000.
Doctor's charges for surgery, limited to a maximum of \$4,000.
Administration of anesthesia.
Assistant surgeon charge.
Non-surgical Doctors' visits, including Physical Therapy, up to \$50 for the first visit and \$40 for each visit thereafter. Physical Therapy is limited to a maximum benefit of 5 visits.
Hospital Emergency care, excluding professional charges, limited to a maximum of \$400.
Outpatient imaging procedures and interpretation for MRI/CAT scan, up to a maximum benefit of \$500.
Outpatient X-ray services, limited to a maximum of \$500.
Ambulance charges, limited to a maximum of \$200.
Durable Medical Equipment, including orthopedic appliances, limited to a maximum of \$200.
Dental treatment for Injury to Sound Natural Teeth, limited to \$400 per tooth.
Injuries sustained in a Motor Vehicle Accident are limited to \$5,000.

**GUARANTEE TRUST LIFE INSURANCE COMPANY
PRIVACY NOTICE**

At Guarantee Trust Life Insurance Company (GTL) we know the importance of the right to privacy. That's why protecting the information that personally identifies each and every one of our valued insurance customers is high priority, and a matter we take very seriously.

Our primary goal is, and will continue to be, providing competitive, fairly priced, and exceptional quality insurance products to meet the short-term and long-term financial needs of our customers. From life and health insurance to credit life and credit disability insurance, getting people the protection they need is not just a job to us. It is a privilege.

While the personal, financial and medical information shared with us (from applying for coverage, to filing a claim) is the cornerstone to providing the high-quality insurance protection and service our customers have come to know and expect, be assured that information, unique to our insurance customers, is kept secure, confidential and used expressly for the purpose of conducting our insurance relationship with them. Remember, protecting our customer's privacy is not only our priority...it's a promise.

The following is a summary of our privacy policy and practices. It tells you about the kinds of personally identifiable information we collect, disclose or share with others.

INFORMATION WE COLLECT AND SOURCES OF INFORMATION

In order for GTL to provide and administer the insurance products we offer, we collect personal information about the customer. Some of the information we collect is "nonpublic". The nonpublic personal information we collect is obtained from the following sources:

- Information we receive on the application for insurance or other forms (*such as name, address, telephone number, age, social security number, and beneficiary designation.*)
- Information about our customer's transactions with us and our affiliates (*such as the type of insurance product purchased, the premium paid, the method of purchase, and payment history.*)
- Information we receive from third party reports, (*such as consumer-reporting/credit agencies, motor vehicle records, and medical information. All medical information we receive is subject to the Medical Confidentiality rules described below.*)

INFORMATION WE DISCLOSE

GTL does not disclose any nonpublic personal information about our customers or former customers to anyone without providing notice of the customer's rights to either opt out or opt in the sharing of personal information, except as permitted or required by law.

We may also disclose all of the information we collect, as described above, with the following:

- **Affiliates** – We may share information with our affiliates. Our affiliates offer products and services that may complement insurance purchases and we believe may be of interest to our customers.
- **Service Providers** – We may share information with companies engaged to perform services on our behalf, such as third party administrators and vendors hired to effect, administer or enforce a transaction a customer requests or authorizes; to develop or maintain computer software; or to perform market research.
- **Joint Marketing** – We may share information with companies that perform marketing services on our behalf or to other financial institutions with which we have a joint marketing agreement.

MEDICAL CONFIDENTIALITY

All medical information is kept confidential. We will not use or share, internally or with third-parties, our customer's medical information except for the purposes of:

- Underwriting;
- Administering the policy or claim;
- As permitted or required by law; or
- As authorized by the customer.

SECURITY AND CONFIDENTIALITY OF CUSTOMER INFORMATION

We restrict access to nonpublic personal information about our customers to those employees (or people working on our behalf under confidentiality agreements) who need to know the information in order to provide products and services. We also maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard all nonpublic personal information.

GTL
Guarantee Trust Life Insurance Company
1275 Milwaukee Avenue
Glenview, Illinois 60025
1-800-338-7452
Visit us at: www.gtlic.com

GUARANTEE TRUST LIFE INSURANCE COMPANY

Consent for Use of Electronic Records and Electronic Signatures

PLEASE PRINT AND SAVE A COPY OF THIS DOCUMENT FOR YOUR RECORDS

In connection with your application for, or administration of, insurance underwritten by Guarantee Trust Life Insurance Company (“GTL”), you are consenting to the use of Electronic Signatures and Electronic Records. As part of your consent to the use of Electronic Signatures and Electronic Records you acknowledge that you: (1) understand the terms and conditions of receiving insurance documents, disclosures and other communications electronically; (2) have the necessary hardware and software that allow you to receive and view Electronic Records; (3) have a valid active email account*; and (4) are responsible for accessing, opening, and reading communication GTL sends or makes available to you in electronic format. GTL will consider electronic communication to be received by you upon successful delivery to the designated email address you provide. You also acknowledge that your Electronic Signature is legally binding and enforceable and is the legal equivalent of your handwritten signature.

*An active email address is not required for viewing and / or downloading a copy of your insurance coverage from GTL’s secure website.

GTL is required by law to provide you with the following information relative to (i) electronic delivery of disclosures, notices and other electronic communications (collectively, “Electronic Records”) and (ii) Electronic Signature.

Types of Electronic Records Covered by This Consent

Unless you request otherwise, documents that form our insurance relationship will be provided to you electronically. Electronic Records include, but are not limited to:

- Application(s) and related forms
- Policy or certificate insurance fulfillment documents
- Disclosures and notices, where required by state and / or federal law
- Customer service forms and claim forms
- Responses to customer service or claim-related communications initiated by GTL or you

Your consent does not apply to policy lapse or termination notices.

What You Need in Order to Receive or View Electronic Records

In order to access and view communications and documents GTL makes available to you electronically, you must:

- Have access to the internet and be able to view, save and print Portable Document Files (PDF) using software such as Adobe Acrobat Reader. Adobe Acrobat Reader can be downloaded for free at <http://get.adobe.com/reader/>
- Maintain a valid active email address. It is your responsibility to provide GTL with your complete and accurate email address, as well as provide prompt notification of any change to it. To ensure Electronic Records are not blocked in email or spam filters, please add GTL’s domain, gtlic.com, to your safe sender list.

Your Right to Request Paper Copies

To ensure you have them when you need them, it's recommended that you print copies of the Electronic Records GTL makes available to you, or save them to your personal computer or other electronic device. However, you may request a paper copy of any Electronic Record listed above free of charge. Except where prohibited by law, GTL may charge a nominal fee for additional copies requested after the first. Your request can be sent in writing, by phone, or email as indicated in the Company Contact Information, shown below.

Right to Send Paper

GTL reserves the right to provide paper copies in lieu of Electronic Records. This would be done in the event of, but not limited to, a system outage, if fraud is suspected, or where the designated email address you have provided does not accept emails from GTL.

Changes to the Terms and Conditions of Electronic Communication

GTL reserves the right to modify the terms and conditions stated herein. GTL will provide you with notice electronically of such change, its effective date, and your choices under the new terms and conditions.

Withdrawal of Consent

You may elect to withdraw your consent for Electronic Records at any time by contacting us in writing, by phone, or through the Policyholder - Customer Service link on GTL's website. Please see the Company Contact Information below.

Company Contact Information

1. Write us at...
Guarantee Trust Life Insurance Company
ATTN: Policyholder Service
1275 Milwaukee Avenue
Glenview, IL 60025
2. Call us toll-free at...
1-800-338-7452
3. Contact us by email by visiting our website...
Go to www.gtlic.com. Click on the *Customer Service* tab at the top of the screen and choose *Customer Support*. In the Customer Support site there is a *Contact Us* option you may use to email us your request.

2006 Complaint Procedure

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies ~~to board members, patrons, students and school staff, to complaints~~ unless the ~~staff member~~ complaint is subject to a different ~~grievance~~ procedure ~~pursuant required by law, to~~ policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems at the lowest level of the chain of command. When ~~such those~~ efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth in any specific policy addressing those areas or the procedures set forth below. ~~Students and employees who believe they have been subjected to sex harassment in violation of Title IX should refer to the board's policy titled "Title IX." Allegations of sex discrimination covered by Title IX will be addressed through the board's Title IX policy.~~

References to "coordinator" in this policy refer to the board-designated coordinator for the applicable area, such as the Section 504 Coordinator for allegations of disability-based discrimination.

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

Complaint and Appeal Process.

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant reasonably believes speaking directly to the person would subject complainant or complainant's student to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, ~~Title IX/504~~ coordinator, superintendent of schools, or president of the board of education, as set forth below. Anyone with questions about the appropriate person to speak with may request clarification from the superintendent.

- a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
 - b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
 - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.
 - d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may also be submitted, at any time during the complaint procedure to the ~~School District's Title IX/504~~applicable coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or ~~to the Title IX/504~~ coordinator, the administrator or ~~Title IX/504~~ coordinator shall first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator or coordinator will promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the ~~staff member~~ respondent involved.
 - 1) If the complainant has not, ~~the administrator or Title IX/504 coordinator will~~ urge the complainant to discuss the matter directly with ~~that staff member~~ the respondent, if appropriate.
 - 2) If the complainant refuses to discuss the matter with the ~~staff member~~ respondent, the administrator or ~~Title IX/504~~ coordinator shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.

- b) Strongly encourage the complainant to reduce his or her concerns to writing.
 - c) Interview the complainant and, if necessary, the respondent against whom the complaint is filed, to determine:
 - 1) All relevant details of the complaint;
 - 2) All witnesses and documents which the complainant believes support the complaint;
 - 3) The action or solution which the complainant seeks.
 - d) Respond to the complainant. If the complaint ~~involved~~ involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or ~~Title IX/504~~ coordinator ~~received~~ receives the complaint.
4. If either the complainant or the ~~accused party~~respondent is not satisfied with the ~~administrator's or the Title IX/504 coordinator's~~ decision ~~regarding a complaint~~ her or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal. This provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.
- a) ~~This~~The appeal must be in writing.
 - b) This appeal must be received by the superintendent no later than ~~ten-three~~ (103) calendar days from the date ~~the administrator or Title IX/504 coordinator communicated his/her decision to the complainant~~of the decision.
 - c) ~~The~~For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate. ~~However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.~~

d) ~~Upon completion of this investigation, the~~The superintendent will prepare a written decision and inform provide it to the complainant and any other person entitled by law to receive the appeal decision in writing of his or her decision. If the complaint involved discrimination or harassmentFor complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.

5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may involve oversight or discipline of students, staff, or others, unless those involve the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:

- a) When the complaint is about a board policy, not implementation of the policy;
- b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or
- c) When the board is required by law, policy, or contract to hear a complaint or appeal.

~~5. If either the complainant or the accused~~If a complaint involves those limited grounds and a party is not satisfied with the superintendent's decision regarding ~~a~~the complaint or appeal, he or she may appeal the decision to the board.

a)d) This appeal must be in writing.

b)e) This appeal must be received by the board president no later than ten (10) calendar days from the date the

superintendent communicated his/her decision to the complainant.

- e)f) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.
 - d)g) The board president will notify the complainant and any other person legally required to receive the decision in writing of its decision. If the complaint ~~involved~~ involves discrimination or harassment allegations against the Superintendent, the board president shall submit ~~its~~ the decision within 180 calendar days after ~~it received~~ receiving ~~complainant's~~ the written appeal.
 - e)h) There is no appeal from any decision of the board unless authorized by law.
6. ~~When a formal complaint about the superintendent of schools has been~~ Formal complaints about the superintendent shall be filed with the president of the board. ~~7. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:~~
- a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.
 - a)b) Determine whether the complainant has discussed the matter with the superintendent.

- 1) If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.
 - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
- ~~b) Strongly encourage the complainant to reduce his or her concerns to writing.~~
- c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting by the full board.
 - d) Respond to the complainant or appeal. If the complaint or appeal involved-involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.
- ~~d)e) Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent.~~

No Retaliation. The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

Special Rules Regarding Educational Services and Related Services to Students with Disabilities. Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with

an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

Complaints about the educational services provided a student with a disability pursuant to a Section 504 plan must be submitted to the school district's 504 Coordinator. The 504 Coordinator will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of Section 504 Parental Rights adopted by the board of education.

Complaints about the educational services provided to a student who is suspected of having a disability must be submitted in writing to the school district's Director of Special Education or to the district's 504 Coordinator. The Director of Special Education or 504 Coordinator will either refer the student for possible verification as a student with a disability or will provide prior written notice of the district's refusal to do so.

Bad Faith or Serial Filings. The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Individuals who file complaints (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (c) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

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

[NOTE TO BE DELETED: Use this policy until January 1, 2025.]

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.

Notice of regular and special meetings shall be published in a newspaper of general circulation within the district and, if available, on the newspaper's website. Newspapers of general circulation in the district include the . Such notice shall contain a statement that the agenda shall be readily available for public inspection at the administration office of the school during the 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, and (2) post the notice in a conspicuous public place in the school district's jurisdiction. The school district will keep a written record of the posting.

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. 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 and shall be published on the school district's website within ten working days of the last meeting or prior to the next convened meeting, whichever occurs earlier. The minutes shall be available on the website for at least six months.

Adopted on: _____

Revised on: _____

Reviewed on: _____

2009
Public Participation at Board Meetings

The board of education shall conduct its meetings in accordance with the Nebraska Open Meetings Act.

The board shall make reasonable efforts to accommodate the public's right to hear the discussions and testimony presented at its meetings. The board shall make available at the meeting, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed in open session of the meeting.

~~The board is not required to allow citizens to speak at each meeting, but it will provide the opportunity for public participation at least four times per year.~~ Except for closed sessions, the board will allow members of the public an opportunity to speak at each meeting. The board may make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, photographing, or recording its meetings.

The board shall not require members of the public to identify themselves as a condition for admission to the meeting, nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. However, the board shall require members of the public desiring to address the board to identify themselves, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

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 \$109,000, 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 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 \$250,000

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 \$10,000 (Micro-Purchases)

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

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

2. Construction with an Anticipated Cost of between \$10,000 and \$250,000 (Simplified Acquisition Procedures)

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

B. Construction Projects with an estimated cost of between \$109,000 and \$249,999 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 \$109,000 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 \$109,000 and \$250,000.

IV. Construction Projects with an Anticipated Cost Over \$250,000

A. Sealed Bids: All constructions projects subject to this policy with an anticipated cost of \$250,000 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 200.322 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 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. § 200.333.
 - 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 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. 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 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 (Micro-Purchases)

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

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

2. Purchases between \$10,000 and \$250,000 (~~Small Purchase~~Simplified Acquisition Procedures)

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

3. Purchases Over \$250,000

a) Sealed Bids (Formal Advertising)

For purchases over \$250,000, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement.

b) Contract/Price Analysis

The District performs a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. The district will make an independent estimate of costs prior to receiving bids or proposals.

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

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

5. **Competitive Proposals.**

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

- 1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered ~~to the maximum extent practical~~;
 - 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 in procurement of~~ A/E professional services. ~~It cannot~~The method may not be used to purchase other ~~types of services though 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, ~~compliance with 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

~~The officers, employees, and agents~~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 ~~which that~~ equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$~~105~~,000.

2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.
3. Computing Devices means machines ~~used to 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 ~~original or replacement~~ 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 ~~FMV~~ fair market value of \$~~105~~,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency or pass-through entity.

I. Equipment Retention

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

I.J. Equipment and Capital Expenditures

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

J.K. Depreciation

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

V. Financial Management

A. Identification

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

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

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

E. Budget Control

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

F. Payment Methods

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management

Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

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

G. Allowability of Costs

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

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

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

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

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

2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

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

I. Cost Sharing or Matching

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

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

J. Documentation of Personnel Expenses

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

VI. Written Compensation Policies

A. Time and Effort Standards

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

federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

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

B. Time and Effort Procedures

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

C. Fringe Benefits

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

D. Leave

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

E. Unexpected or Extraordinary Circumstances

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

F. Documentation for Personnel Expenses

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

VII. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

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

C. Record Keeping

1. Record Retention

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

results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

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

2. Maintenance of Procurement Records

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

D. Privacy

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

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Transportation

~~The school district will provide free transportation, partially provide free transportation, or pay an allowance for transportation in lieu of free transportation on each day school is in session to the students who reside in the district and qualify for transportation according to the district's transportation plan. The families of students who will not be provided transportation pursuant to the district's plan or who must drive students to a pick-up point will be reimbursed according to statute if they qualify for such reimbursement. Parents seeking mileage reimbursement must submit requests to the district on forms which may be obtained from the office of the Superintendent of Schools.~~

~~When a student who has been attending the district is placed into foster care, school district staff will collaborate with state and local child welfare agencies to determine whether transportation is required under state law when it is in the child's best interest that their school of origin be maintained. The district will only provide transportation to students placed in foster care when the responsible child welfare agency agrees to reimburse the school district for the cost of transportation or when transportation is otherwise required by law. The board designates the Superintendent of Schools as the initial point of contact for child welfare agency representatives to discuss transportation issues related to children in foster care.~~

~~Students who are homeless will be provided with transportation pursuant to Board Policy 5014.~~

~~The district will provide transportation to tuition students in accordance with the contract provisions, if any, for services from the contracting districts.~~

~~The use of buses for class parties, field trips, and similar purposes shall require the prior approval of the superintendent or appropriate principal.~~

Adopted on: _____

Revised on: _____

Reviewed on: _____

3017

~~Press Releases and Other~~ Official Communication with the Public

Only individuals who have prior administrative approval may issue press releases or other official communications regarding school-related activities and events in furtherance of the individual's official responsibilities. The superintendent may delegate responsibility for communicating with the media to building principals, the activities director, event sponsors, and other staff on an ad hoc basis.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3032

Copying Fees for School District Records

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

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

- Black and white letter or legal-sized photocopies: No charge for the first ___ copies; ___ cents for each copied page thereafter.
- Computer data printouts: No charge for the first ___ pages; ___ cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

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

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

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

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

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

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

The fee schedule for public records copies is as follows:

- Black and white letter or legal-sized photocopies: No charge for the first ___ copies; ___ cents for each copied page thereafter.
- Computer data printouts: No charge for the first ___ pages; ___ cents for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3033

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Lending Textbooks to Children Enrolled in Private Schools

~~Through June 30, 2024, the school district shall make textbooks available to private school children who reside within the district or are otherwise entitled to borrow them pursuant to statute and 92 Nebraska Administrative Code, section 4. The district is obligated to purchase and lend textbooks only to the extent that the Legislature appropriates funds to the Nebraska Department of Education to be distributed for this purpose. As used in this policy, "textbooks" shall have the definition adopted by the Nebraska State Board of Education in Rule 4.~~

~~The district shall make a request for funds by filing an application on the form prescribed by the Department of Education no later than February 15th prior to the school year for which the application is made. The application shall include: the number of applications received; the number of textbooks requested; the number of textbooks needed to be purchased to fill the requests; the purchase price of the textbooks needed to be purchased which may include up to 5% of the cost to defray administrative expense; the title, purchase price, and number requested of each textbook including any shipping or handling charges; and if applicable the amount of carryover funds remaining from the previous year, amount of funds on hand from sale of unused textbooks, and amount of funds on hand from reimbursements for damaged textbook.~~

~~Textbooks which have not been requested for three consecutive years may be classified as unused and disposed of by sale or otherwise.~~

~~On or before November 15th, the district shall prepare a list of textbooks that are designated for use in the district during the current year and a list of new textbooks designated for use the following school year. The lists shall be kept current and in a place where they may be viewed during regular business hours. The district shall maintain a separate inventory of textbooks purchased for the use of private school children residing in the district.~~

~~Any parent or legal guardian who wishes to borrow textbooks shall submit an application on the form prescribed by the Department of Education to the district's administration offices on or before January 15th prior to the school year for which the application is made. The district shall maintain a supply of blank application forms and receipt forms. It shall keep the forms that have been signed by parents and guardians in a separate file for at least 5 years.~~

~~It shall notify the parents and guardians at least 10 days prior to the start of school when and where the textbooks will be available. It shall make textbooks available to parents or guardians on or before August 15th. If the number of textbooks for a particular subject or grade level is insufficient to fill all of the requests, the textbooks shall be distributed to parents and guardians based on a random drawing.~~

~~Parents and guardians shall sign a receipt on the form prescribed by the Department of Education when they pick up the textbooks and shall return the textbooks that can be returned no later than 15 days after the district's last day of class. The district shall assess the returned textbooks for damage beyond normal wear and tear. The parent or guardian who signed the receipt is responsible for paying the reasonable cost of the repair or replacement of any book that is damaged, lost, stolen, or not returned.~~

~~The school district shall limit the loan each year to ten textbooks per student for students in grades K-6 and to eight textbooks per student for students in grades 7-12.~~

~~This policy shall terminate July 1, 2024.~~

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

3053 Nondiscrimination

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

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

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

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

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

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

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

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

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

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

The Pregnant Workers Fairness Act (PWFA) – requires covered employers to provide reasonable accommodations to qualified

employee's or applicant's known limitations related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions.

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

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

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

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

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

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3057 Title IX

Nondiscrimination. The school district does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates including in admission and employment. Inquiries about Title IX may be referred to the school district's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. The school district's Title IX Coordinator may be contacted at Title IX Coordinator, [Office Address], [Email Address], [Telephone Number]. The school district's nondiscrimination policy and grievance procedures are included this policy, or can be accessed at: [Insert Webpage Here]. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator.

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

The school district prohibits sex discrimination in any education program or activity that it operates and individuals may report concerns or questions to the Title IX Coordinator. The school district's Title IX policy, notice, and other information may be accessed at the following link: [Insert Link to Notice of Nondiscrimination]

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

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

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

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

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

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

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

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

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

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

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

- The location of the conduct and the context in which the conduct occurred; and
- Other sex-based harassment in the school district's education program or activity.

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

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

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

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

- **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law

- **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

Dating violence meaning violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length and type of relationship and the frequency of interaction between the persons involved in the relationship;

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

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

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

Response to Sex-based Harassment.

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

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

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

- Offer and coordinate supportive measures for the complainant and for the respondent;

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

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

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

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

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

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

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

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

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

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

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

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

- The complainant's request not to proceed with the initiation of a complaint;

- The complainant's reasonable safety concerns regarding the initiation of a complaint;
- The risk that additional acts of sex discrimination would occur if a complaint is not initiated;
- The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee of the school district;
- The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
- The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and
- Whether the school district could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

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

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

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

- A respondent is presumed not responsible for the alleged sex discrimination until a determination is made at the conclusion of the grievance procedure;
- The school district will treat the complainant and respondent equitably throughout the grievance process;
- The school district will take reasonable steps to protect the privacy of individuals participating in the grievance process in a manner that does

not restrict the parties from obtaining and presenting evidence, speaking to witnesses, consulting with family members or advisors, or otherwise participating in the grievance process;

- The District will use the following timelines for each complaint, but the Title IX Coordinator or designee may extend them as needed:

Major Stage	Target Duration (calendar days)
Completion of the school district's decision whether to dismiss or investigate a complaint of sex discrimination	1-15
Investigation	1-30
Determination	1-30
Appeal	1-20

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

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

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

- Provide an equal opportunity for the parties to present fact witnesses and relevant and permissible evidence;
- Objectively review all evidence gathered through the investigation and determine what evidence is relevant and permissible;
- Provide each party with an accurate description of the relevant and permissible evidence, and upon request, copies of this evidence;
- Provide the parties a reasonable opportunity to respond to the evidence;
- Use a process that enables the decisionmaker to question parties and witnesses to adequately assess a party's or witness's credibility, but

credibility will not be based upon any individual's status as a complainant, respondent, or witness; and

- Take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. For purposes of this paragraph, disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

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

Generally relevant evidence is permissible, but does not include:

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

Determining Whether Sex Discrimination Occurred. The school district will:

- Use the preponderance of the evidence standard of proof, that it is more likely than not, to determine whether sex discrimination occurred;
- Use only relevant and permissible evidence to reach a determination;

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

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

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

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

The school district will notify the complainant that a dismissal may be appealed and provide the complainant with an opportunity to appeal the

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

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

Appeal. The school district will provide the parties the opportunity to appeal the decisionmaker's written determination or a dismissal of a complaint, on the grounds identified below. The school district will implement appeal procedures equally for the parties, including a reasonable and equal opportunity to make a statement in support of or challenging the outcome being appealed. Appeals under Title IX, like other comparable proceedings, will be handled consistent with the school district's general complaint policy.

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

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

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

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

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

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

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

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

Adopted on: _____

Reviewed on: _____

Revised on: _____

3059 Audio and Video Recording

Students, staff, parents/guardians, and patrons should assume that any class or activity in the school may be recorded by the school district for legitimate educational purposes. There is no reasonable expectation of privacy within classrooms, common areas of the school building or on school grounds outside of the building. Recordings permitted pursuant to this policy may only be used for authorized purposes and may not be republished without additional, written consent from a school administrator. For purposes of this policy "recording" includes still photographs, video, audio, and other similar data captured in any medium.

Secret Recordings. No person is permitted to make surreptitious recordings on school grounds unless authorized by the superintendent.

Recordings Made by The District. The district may use cameras or other devices for purposes of making security, safety, or other recordings when such recordings are deemed necessary or appropriate by an authorized representative of the district. The district will not maintain recordings unless the recording is purposefully copied and saved. Any recording not copied and maintained separately may only be accessible by the authorized representative for a limited time. Recordings made by the district may be destroyed by an authorized representative at any time unless retention is required by law.

Recordings Made by Parents/Guardians and Patrons. Parents/guardians and patrons may make recordings of school activities in a non-disruptive manner including things like athletic contests and school board meetings to the extent permitted by law unless otherwise lawfully restricted by the administration. Parents/guardians or patrons may not make recordings if they are volunteering or visiting school during the school day without permission of the administration or supervising staff member and subject to this policy, such as recording their child's classroom activities or recess. Parents may not record meetings with administrators or staff, including meetings related to a student's IEP or 504 plan. Violation of this policy will result in immediate termination of any meeting that is being recorded and may be grounds for exclusion from school property, loss of volunteer privileges, or other restrictions deemed appropriate by the administration.

Recordings Made by Staff. Staff members may make recordings of classroom instruction, student behavior or performance, and school activities

without prior administrative approval only for legitimate educational purposes. Staff members may not make secret recordings while on duty, even if those recordings do not violate state or federal criminal or privacy laws. Staff members who violate this provision may be subject to consequences up to termination for classified staff and cancellation of contract for certificated staff.

Recordings Made by Students. This policy applies to students during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event. Students may make recordings of school activities in a non-disruptive manner including things like athletic contests and other extracurricular performances to the extent permitted by law. Students generally are not permitted to record classroom instruction or members of the school community during the school day without the express consent of a staff member or as required by the student’s education plan. Student use of assistive technology that has the capacity to record and/or transmit recordings (e.g. AngelSense) must be approved by the student’s education team or administration. Students remain subject to all other district policies and rules. In no event shall recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.

Adopted on: _____

Revised on: _____

Reviewed on: _____

NOTE TO BE DELETED: THIS POLICY IS FOR ALL CLASS III SCHOOL DISTRICTS AND CLASS I AND II SCHOOL DISTRICTS THAT HAVE DECIDED NOT TO ALLOW EMPLOYEES AND CONTRACTORS TO CARRY FIREARMS ON SCHOOL GROUNDS.

3060 Firearms and Weapons for Non-Students

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

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

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

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

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

3. Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;

4. Firearms which may lawfully be possessed by a person for the purpose of using them, with the approval of the school, in a historical reenactment, in a hunter education program, or as part of an honor guard;
5. Firearms contained within a private vehicle ***operated by a nonstudent adult*** that are not loaded ***and*** are enclosed in a case or are in a locked firearm rack that is on a motor vehicle; or
6. A handgun carried as a concealed handgun by a nonstudent other than a minor or prohibited person in a vehicle or on his or her person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area.

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

4011
Employee Leave Under the Family and Medical Leave Act
(FMLA)

The school district shall provide leave to its employees in accordance with the Family and Medical Leave Act ("FMLA"). The terms used herein shall have the meaning ascribed to them under the FMLA. Employees may also qualify for leave under the Nebraska Family Military Leave Act, which is covered under the district's policy for that law. If an employee qualifies for leave under both the Family and Medical Leave Act and the Nebraska Military Leave Act, any leave taken by the employee will count concurrently toward the leave limits of both acts.

I. Qualifying for Leave

A. Qualified Employees

1. To be eligible for **unpaid** leave under this policy, an employee must:
 - a. Make the request for leave at a time when the school district employs 50 or more workers;
 - b. Have been working for the school district for at least 12 months prior to the request; and
 - c. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.
2. The applicable 12-month period for computing an employee's entitlement to FMLA leave shall be "rolling" 12-month period measured backward from the date an employee uses any FMLA leave~~be the 12-month period measured forward from the date such employee's first FMLA leave begins.~~
3. Employees ineligible for FMLA leave for any reason may be eligible for leave under the

Nebraska Family Military Leave Act and should consult policy 4011.1.

B. Qualified Circumstances Necessitating Leave

1. The school district will grant an eligible employee up to a total of 12 workweeks of **unpaid** leave under the following conditions:
 - a. For birth of a son or daughter, and to care for the newborn child;
 - b. For placement of a son or daughter with the employee for adoption or foster care;
 - c. To care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. Because of a serious health condition that makes the employee unable to perform the functions of his or her job; or
 - e. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation
2. The school district will grant an eligible employee who is the spouse, son, daughter, parent or next of kin of a Covered Servicemember a total of 26 workweeks of **unpaid** leave during a 12-month period to care for the service member as permitted under the FMLA. The leave described in this paragraph shall only be available during a single 12-month period.

For purposes of this provision and this policy, "Covered Servicemember" includes both Military

Members and covered Veterans, so long as the covered Veteran was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran.

3. During the single 12-month period described in paragraph I(B)(2), an eligible employee shall be entitled to a combined total of 26 workweeks of leave under paragraphs I(B)(1) and I(B)(2). Nothing in this paragraph shall limit the availability of leave under paragraph I(B)(1) during any other 12-month period.

C. Limitations on Leave

1. Leave for birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.
2. In any case in which a husband and wife both employed by the school district are entitled to FMLA leave:
 - a. The aggregate number of workweeks of FMLA leave to which both are entitled is limited to 12 during any 12-month period if such leave is taken (i) because of the birth of a son or daughter of the employee and in order to care for such son or daughter; (ii) because of the placement of a son or daughter with the employee for adoption or foster care; or (iii) to care for a sick parent who has a serious health condition; and
 - b. The aggregate number of workweeks of FMLA leave to which both that husband and wife are entitled is limited to 26 during the single 12-month period in which leave is taken to care for a Covered Servicemember and the husband and wife employees are both either the son,

daughter, parent, or next of kin of such Covered Servicemember, if the leave is taken for this reason or a combination of this reason and one of the three reasons described in paragraph I(C)(2)(a). If the leave taken by the husband and wife includes leave described in paragraph I(C)(2)(a), the limitation in paragraph I(C)(2)(a) shall apply to the leave described in I(C)(2)(a).

D. Qualifying Notice and Certification

Employees seeking to use FMLA leave will be required to provide:

1. 30-day advance notice when the need to take the leave is foreseeable; provided, if (a) the leave is for needed treatment which is required to begin in less than thirty days or (b) the leave is for the reason set forth in paragraph I(B)(1)(e), the employee shall provide such notice to the school district as is reasonable and practical;
2. Medical certification supporting the need for leave due to a Serious Health Condition affecting the employee or family member or to care for a Military Member, and/or due to a Serious Injury or Illness to care for a Veteran;
3. Second or third medical opinions and periodic re-certifications (at the school district's expense);
4. Certification supporting the need for leave because of a qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in the National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation;

5. Certification supporting the need for leave to care for a Veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness; and
6. Periodic reports during leave, at a frequency reasonably requested by the superintendent, regarding the employee's status and intent to return to work.

E. Scheduling Leave

When leave is needed to care for a family member, for the employee's own illness, or to care for a Covered Servicemember, and such leave is foreseeable based on planned medical treatment, the employee must attempt to schedule treatment so as not to unduly disrupt the school district's operations.

II. Relationship with District During Leave

A. Leave to Be Unpaid

All leave provided to employees under the provisions of the FMLA and this policy shall be unpaid leave.

B. Substitution of Paid Leave

1. The school district requires employees to substitute any accrued paid vacation leave, paid personal leave, paid family leave, paid medical leave or paid sick leave for FMLA leave. However, nothing in this policy shall require the school district to provide paid sick or medical leave in any situation in which the school district would not normally provide such paid leave.

2. If an employee uses paid leave under circumstances which do not qualify as FMLA leave, the leave will not count against the number of workweeks of FMLA leave to which the employee is entitled.
3. Any paid leave which is substituted for FMLA leave will be subtracted from the number of workweeks of unpaid leave provided by the FMLA and this policy.

C. Group Health Plan Benefits

1. The school district will continue group health plan benefits on the same basis as coverage would have been provided if the employee had been continuously employed during the FMLA leave period.
2. Any share of health plan premiums which have been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period.

D. Intermittent or Reduced-Schedule Leave

1. Leave may be taken under this policy intermittently or on a reduced-leave schedule under certain circumstances.
 - a. When leave is taken because of a birth or because of a placement of a child for adoption or foster care, an eligible employee may take leave intermittently or on a reduced-leave schedule only with the agreement of the school district. In such a case, the superintendent shall have the authority to approve or disapprove such intermittent or reduced leave schedule, in the superintendent's sole discretion.
 - b. When leave is taken to care for a sick family member, for an employee's own

serious health condition, or to care for a covered Veteran or Military Member, an eligible employee may take leave intermittently or on a reduced-leave schedule when medically necessary.

- c. When leave is taken by an eligible employee because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a Military Member on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in National Guard, Reserves, and/or Regular Armed Forces in support of a contingency operation, the employee may take leave intermittently or on a reduced-leave schedule.
- d. When leave is taken by an eligible employee to care for a Covered Servicemember, including a Veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness
- e. Intermittent or reduced leave shall not result in a reduction in the employee's total amount of leave beyond the amount of leave actually taken.
- f. When an instructional employee seeks to take intermittent leave in connection with a family or personal illness (e.g. physical therapy or periodic care for a sick relative) or to care for a covered Veteran or Military Member, and when such leave would constitute at least 20 percent of the total number of working days in the period

during which the leave would extend, the school district may require the employee to elect to take leave in a block, instead of intermittently, for the entire period or to transfer to an available alternative position within the school system that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave.

2. If an eligible employee requests intermittent leave or leave on a reduced-leave schedule that is foreseeable based on planned medical treatment, including during a period of recovery from a serious health condition, the school district may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. Such alternative position must have equivalent pay and benefits as the employee's permanent position.
3. Leave taken on an intermittent or reduced-schedule basis will be tracked hourly.

III. Return from Leave

A. Restoration to Position

1. On return from FMLA leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
2. Any leave taken under this policy will not result in the loss of any employment benefits accrued prior to the date on which the leave commenced.

3. An eligible employee is not entitled to accrual of any seniority or employment benefits during any period of leave, or any right, benefit, or position of employment other than to which the employee would have been entitled had the employee not taken leave.

B. Denial of Restoration

1. The school district reserves the right to deny restoration to any eligible employee who is a "key employee" (that is an employee who is salaried and among the highest paid 10% of the employees of the school district) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the school district.
2. If the school district intends to deny restoration to such an employee, it will:
 - a. notify the employee of his/her status as a "key employee" in response to the employee's notice of intent to take FMLA leave;
 - b. notify the employee as soon as the school district decides it will deny job restoration and explain the reasons for this decision;
 - c. offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
 - d. make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

C. Failure to Return from Leave

If an employee fails to return from FMLA leave after the period of leave to which the employee is entitled has expired, the employee shall reimburse the district

for any premiums the employer paid for maintaining health insurance coverage for the employee during the employee's FMLA leave unless the reason the employee does not return is due to: (1) the continuation, recurrence, or onset of the serious health condition which entitled the employee to FMLA leave and the employee provides the district with sufficient certification from the proper health care provider of such continuation, recurrence, or onset of the serious health condition or (2) other circumstances beyond the employee's control.

IV. Notice to Employees

A. The school district will post in conspicuous places where employees are employed notices explaining the FMLA and providing information concerning the procedures for filing complaints of FMLA violations with the U.S. Wage and Hour Division.

~~**B.** When an employee provides notice of the need for FMLA leave, the school district shall provide the employee with a copy of the "section 301(c) notice" which is attached to this policy.~~

C.B. To the extent that any provision in this policy is in any manner inconsistent with the provisions of the Act or the regulations promulgated thereunder, the Act and regulations shall prevail over the provisions of this policy. The school district reserves the right to modify this policy from time to time in its sole discretion.

D.C. Employees may direct any questions or concerns regarding FMLA leave to the superintendent.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4053 Conflict of Interest

Any school district employee who meets the conditions set forth in this policy shall be deemed to have a business or financial conflict of interest.

1. Definitions. For the purposes of this policy:
 - a. Business with which an employee is associated shall include the following:
 - (1) A business in which the employee or a member of his or her immediate family is a partner, a limited liability company, or serves as a director or an officer.
 - (2) A business in which the employee or a member of his or her immediate family is a stockholder in a closed corporation with stock worth one thousand dollars or more, or the employee or his or her immediate family owns more than a five percent equity interest or is a stockholder of publicly traded stock worth more than ten thousand dollars or more at fair market value, or which represents more than ten percent equity interest. This shall not apply to publicly traded stock under a trading account if the employee reports the name and address of the company and stockbroker.
 - b. A business association shall be defined to include an individual as a partner, limited liability company member, director or officer, or a business in which the individual or member of the immediate family is a stockholder.
 - c. Immediate family member or member of the immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes
2. Contracts with the School District.
 - a. No employee or member of his or her immediate family shall enter into a contract valued at two thousand dollars or more, in any one year, with this school district unless the contract is

awarded through an open and public process that (1) includes prior public notice and (2) allows the public to inspect during the school district's regular business hours the proposals considered and the contract awarded.

- b. The existence of any conflict of interest in any contract in which the employee has an interest and in which the school district is a party, or the failure to make public the employee's interest known, may render a contract null and void.
- c. The prohibition of a conflict of interest or requirement for public notice shall apply when the employee, or his or her immediate family has a business association with the business involved in the contract or will receive a direct pecuniary fee or commission as a result of the contract.

3. Employing Members of the Immediate Family.

- a. An employee may employ or recommend or supervise the employment of an immediate family member if:
 - (1) The employee does not abuse his or her position.
 - (a) Abuse of official position shall include, but not be limited to, employing an immediate family member:
 - (i) who is not qualified for and able to perform the duties of the position;
 - (ii) for any unreasonably high salary;
 - (iii) who is not required to perform the duties of the position.
 - (2) The employee makes a reasonable solicitation and consideration of applications for employment.
 - (3) The employee makes a full disclosure on the record to the governing body of the school district and to the secretary of the board.
 - (4) The board approves the employment or supervisory position.

- b. The employee shall not terminate the employment of another employee so as to make funds or a position available for the purpose of hiring an immediate family member.
4. Gifts, Loans, Contributions, Rewards, or Promises of Future Employment
- a. No employee shall offer or give to the following persons anything of value, including a gift, loan, contribution, reward, or promise of future employment, based upon an agreement that a vote, official action, or judgment would be influenced thereby:
 - (1) a public official, public employee, or candidate.
 - (2) a member of the immediate family of an individual listed in Subparagraph 'a' above.
 - (3) a business with which an individual listed in Subparagraph (1) or (2) above is associated.
 - b. No employee shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the employee would thereby be influenced.
 - c. An employee shall not use or authorize the use of his or her public employment or any confidential information received through the public employment to obtain financial gain, other than compensation provided by law, for himself or herself or a member of his or her immediate family, or a business with which he or she is associated.
 - d. An employee shall not use or authorize the use of personnel, resources, property, or funds under that person's official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items for personal financial gain, other than compensation provided by law.
5. Conflict of Interest Relating to Campaigning or Political Issues

- a. Except as provided below, an employee shall not authorize the use of school district personnel, property, resources, or funds for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
- b. This does not prohibit an employee from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
- c. This does not prohibit an employee from discussing and voting upon a resolution supporting or opposing a ballot question.
- d. This does not prohibit an employee under the direct supervision of a public official from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.
- e. An employee may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the school district. However, this shall not be done during a time that the individual is engaged in his or her official duties.

6. Additional Procedures Applicable to Employees With An Annual Salary and Benefits of More than \$150,000 Per Year

- a. Staff whose annual salary and benefits exceed one hundred fifty thousand dollars should assess whether they have a conflict of interest before taking any action or making any decision.
- b. Employees have a conflict of interest pursuant to this subdivision of the policy when their actions or decisions may cause financial benefit or detriment to themselves, a business with which they are associated or a member of their immediate family.

- i. When assessing whether a conflict of interest exists, qualifying staff members should assess whether the benefit or detriment identified is distinguishable from the effects of such action on the public generally or a broad segment of the public.
 - ii. If qualifying employees are unsure as to whether a conflict of interest exists, they may apply to the Nebraska Political Accountability and Disclosure Commission for an opinion as to whether they have a conflict of interest.
 - c. Qualifying employees who determine that a conflict of interest does exist under this policy shall:
 - i. Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;
 - ii. Deliver a copy of the statement to the secretary of the board of education, who shall enter the statement onto the public records of the school district; and
 - iii. Abstain from participating in the matter in which the employee has a conflict of interest.
 - d. This subsection does not prevent a qualifying employee from making or participating in the making of a decision to the extent that the employee's participation is legally required for the action or decision to be made.
- e.

6.7. Conflict. To the extent that there is a conflict between this policy and the Nebraska Political Accountability and Disclosure Act ("Act"), the Act shall control.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5001
Compulsory Attendance and Excessive Absenteeism

Required Attendance

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

Mandatory Attendance Age

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

Exceptions

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

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

Discontinuing Enrollment – 5 Year Old Students

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

Discontinuing Enrollment – 16 and 17 Year Old Students

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

Only children disenrolling to attend a ~~non-accredited~~ 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 ~~non-accredited~~ exempt schools. The superintendent may confirm the validity of the submission with the State Department of Education.

Attendance Officer

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

Excused Absences

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

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

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

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

Excessive Absenteeism

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

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

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

Commented [3]: The board can require the attendance officer to report to the county attorney by changing "may" to "shall"

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

When a student receives [X] unexcused absences or the hourly equivalent in any semester, the student shall be required to make up those absences through attendance in [insert program]. Absences shall be made up at a rate of [insert rate.]

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

5004 Option Enrollment

The board of education supports the concept embodied in the Enrollment Option Program that parents and legal guardians have the primary responsibility for ensuring that their children receive the best education possible. Accordingly, the school district will participate in the option enrollment program and receive option students as provided herein.

1. Definitions

- a. **Option Student Defined.** Option student ~~shall~~ means a nonresident student who has chosen to attend the school district under the provisions of the option enrollment program.
- b. **Resident School District Defined.** Resident school district ~~shall~~ means the school district in which a student resides or in which the student is admitted as a resident of the school district pursuant to state law.
- c. **Option School District Defined.** Option school district ~~shall~~ means the school district that a student chooses to attend other than his or her resident school district.
- d. **Elementary School Defined.** Elementary school means grades K - [redacted].
- e. **Middle School Defined.** Middle school means grades [redacted] - [redacted].
- e.f. **High School Defined.** High school means grades [redacted] through 12.

2. **Persons Entitled to Apply for Option Enrollment of Students.** Only parents and legal guardians may apply for option enrollment of students. Applications filed by foster parents and adults acting *in loco parentis* are not authorized and will be automatically denied.

3. **Duties, Entitlements and Rights of Option Students.** Except as otherwise provided herein, once an option student's option enrollment application has been accepted he/she shall be treated as a resident student of the school district.

4. **Standards for Acceptance or Rejection of Option Students.**

- a. **Special Education Capacity.** Capacity for special education services will be determined on a case-by-case basis. If an application for option enrollment received by the school district indicates that the student has an individualized education program under the federal Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., or has been ~~diagnosed~~ identified as a student with a disability as defined in section 79-1118.01, the application will be evaluated by the director of special education services or the director's designee who must determine if the school district and the appropriate class, grade level, or school building has the capacity to provide the applicant the appropriate services and accommodations. The Federal Educational Rights and Privacy Rights Act (FERPA) (20 U.S.C. § 1232g) permits the release of education records when a student seeks or intends to enroll in a different school district.
- b. **Numeric Capacity.** The board of education may set the numeric capacity of programs, classes, grade levels, or school buildings by operation of this policy or through freestanding action by the board. Numeric Capacity will be determined based upon available staff, facilities, projected enrollment of resident students, and projected number of students with which the option school district will contract based on existing contractual arrangements. Individuals seeking information about the numeric capacity set by the board may contact the superintendent for a copy of that resolution.
- c. **Programmatic Capacity.** In addition to the numeric capacity standards referred to above, the board may, by resolution, prior to October 15 of each school year, declare a program, a class, or a school unavailable for the next school year to option students due to lack of capacity. Individuals seeking information about the programs that have been declared to be unavailable due to lack of capacity may contact the superintendent for a copy of the board's resolution.
- d. **Other Standards for Acceptance or Rejection of Option Enrollment Applications.** In addition to the numeric and programmatic capacity standards outlined above, the school district shall not accept an option student when acceptance of the student:

- i. Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to the student;
- ii. Would require the procurement of new equipment, technology, or furnishings;
- iii. Would cause or require the rearrangement of caseloads for staff and contracted professionals;
- iv. Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
- v. May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.

e. Prohibited Standards. The school district shall not base the decision to accept or reject an option student on the student's previous academic achievement, athletic or other extracurricular ability, disabling condition(s), proficiency in the English language, or previous disciplinary proceedings.

f. Order of Acceptance. If there are more option student applicants for any program, class, grade level or school building than can be accepted into such program, class, grade level or school building, applicants shall be accepted in the following order:

- i. students with brothers or sisters attending the school district, either as resident students or as option students, shall be granted first priority;
- ii. thereafter, option students shall be accepted into such program, class, grade level or school building in the order in which written applications were received by the school district.

g. Maximum Capacity Report. The school district will annually establish, publish, and report the capacity for each school building under the district's control pursuant to procedures, criteria, and deadlines established by the Nebraska Department of Education.

5. False or Misleading Option Applications. If, prior to the student's attendance as an option student, the school district discovers that a previously accepted option application contained false or substantively misleading information, the option application will be rejected.

- 6. Academic Credits and Graduation.** The school district shall accept credits toward graduation that were awarded by another school district, and shall award a diploma to an option student if the student meets the graduation requirements of the school district.
- 7. Information Regarding Schools, Programs, Policies and Procedures.** The school district, its officers and employees, shall make information about the school district and its schools, programs, policies and procedures available to all interested people.
- 8. Procedure for Students Optioning Into or Out of the School District.**
 - a.** The parent or legal guardian of any student desiring to option into or out of the school district shall submit a proper and timely application to the board of education and the other affected school district for enrollment during the following and subsequent school years. Any application requiring the approval of the school district shall be deemed submitted when the application is actually received in the school district's business office.
 - b.** On or before April 1st, the school district shall notify the parent or legal guardian of any student who has submitted an application to option into the school district and the resident school district, in writing, whether the application is accepted or rejected. If an application is rejected, the reason for such rejection shall be stated in the notification. This written notice shall be sent via certified mail to the address listed on the option application.
- 9. Late Applications and Requests for Release**
 - a.** The board of education may refuse a request of a student seeking to option out of the school district when the option application is submitted after March 15th under the following conditions:
 - i.** When the district has already entered into contracts with teaching staff for the following school year;
 - ii.** When the district has already contracted for the performance of specific services for the student;
 - iii.** When the release of the student would have a negative financial impact or loss of revenue for the district.

b. The board of education will approve late applications to option into the district under the following conditions:

i. When the resident district has released the student, or if the student is an option student at the time of such application and applying to become an option student at a subsequent option school district, a release approval from the option school district the student is attending at the time of such application;

ii. When the student's late enrollment into the district meets the standards for acceptance or rejection of option students contained elsewhere in this policy;

OR

b. The board of education will deny all applications to option into the district that are received by the district after March 15 of the school year prior to the student's requested enrollment.

c. The superintendent will notify parents or guardians who have submitted properly completed option applications after March 15th no later than 60 days following submission of the application of the board's acceptance or rejection of the application.

10. Students Who Do Not Need a Release from the Resident District

a. A student does not need to be released from his/her resident district or the option school district the student is attending at the time of application under the following circumstances:

i. When the student has relocated to a different resident school district after February 1

ii. When a student's option school district merges with another district effective after February 1

b. The school district shall accept or reject an application from a student under this paragraph using the criteria set forth in this policy and will accept or reject the application within forty-five days.

11. Cancellation of Option.

Students who option either into or out of the school district shall:

- a. Attend the option school district until graduation or relocation/re-option in a different resident school district unless the student chooses to return to the resident school district, in which case the student's parent or legal guardian shall timely submit a cancellation form to the school board or board of education of the option school district and the resident school district for approval for the following year.
- b. Attend an option school district for not less than one school year unless the student relocates to a different resident school district, completes requirements for graduation prior to the end the school year, transfers to a parochial or private school, or upon mutual agreement of the resident and option school districts cancels the enrollment option and returns to the resident school district.

12. Authority of Superintendent.

The board of education authorizes the superintendent of schools to make decisions on its behalf pursuant to and to apply the criteria articulated by this policy in determining whether to grant or deny option enrollment applications.

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

**[NOTE TO BE DELETED: THERE ARE THREE CHOICES FOR
OPTION TRANSPORTATION BELOW; SELECT ONE AND DELETE
THE OTHERS]**

5005

~~Option~~ Transportation

The school district will provide free transportation, partially provide free transportation, or pay an allowance for transportation in lieu of free transportation on each day school is in session to the students who reside in the district and qualify for transportation according to the district's transportation plan. The families of students who will not be provided transportation pursuant to the district's plan or who must drive students to a pick-up point will be reimbursed according to statute if they qualify for such reimbursement. Parents seeking mileage reimbursement must submit requests to the district on forms which may be obtained from the office of the Superintendent of Schools.

When a student who has been attending the district is placed into foster care, school district staff will collaborate with state and local child welfare agencies to determine whether transportation is required under state law when it is in the child's best interest that their school of origin be maintained. The district will only provide transportation to students placed in foster care when the responsible child welfare agency agrees to reimburse the school district for the cost of transportation or when transportation is otherwise required by law. The board designates the **Superintendent of Schools** as the initial point of contact for child welfare agency representatives to discuss transportation issues related to children in foster care.

Students who are homeless will be provided with transportation pursuant to Board Policy 5014.

The district will provide transportation to tuition students in accordance with the contract provisions, if any, for services from the contracting districts.

The use of buses for class parties, field trips, and similar purposes shall require the prior approval of the superintendent or appropriate principal.

[OPTION 1]. Option Transportation. The board of education does not provide transportation services or mileage reimbursement for option-enrolled students unless otherwise required by law

[OPTION 2] Option Transportation. The board of education provides transportation to option students only if (a) the option student lives on an existing bus route or (b) the option student makes arrangements to be picked up and dropped off at preexisting stops along an existing bus route. The district does not provide mileage reimbursement for option-enrolled students unless otherwise required by law.

[OPTION 3] Option Transportation. The board of education shall annually set the rate for transportation services for option-enrolled students. Such transportation may only be enacted if there is mutual agreement between the school district and the parent or legal guardian of the option student. If such agreement is reached, the stops at the option homestead will be recorded by the school vehicle operator and a billing fee will be assessed to the parent or legal guardian on an annual basis. If two or more option students from the same homestead use school transportation, the district will charge for each trip made. Under no circumstances will an option student(s) be provided school transportation to and from his/her homestead if the result of such transportation (1) necessitates the addition of a third bus route and/or (2) increases the time necessary to run the complete bus route beyond the limit of one hour.

If the option student resides within the distance of one mile of the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.____ per mile per stop.

If the option student resides a distance greater than one mile but less than or equal to two miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.____ for the first mile and \$.____ for the additional mile per stop.

If the option student resides a distance greater than two miles but less than or equal to three miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.____ for the first two miles and \$.____ for the additional mile, per stop.

If the option student resides a distance greater than three miles but less than or equal to four miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.____ for the first three miles and \$.____ for the additional mile, per stop.

If the option student resides a distance greater than four miles but less than or equal to five miles from the route used to reach a homestead which is a regular bus stop of a resident student, the fee shall be set at a rate of \$.____ for the first four miles and \$.____ for the additional mile, per stop.

For distances greater than five miles from the route used to reach a homestead which is a regular bus stop for a resident student, the same formula used to determine the above quoted rates will be used to determine the fee.

Students who qualify for free lunch may be entitled to transportation or mileage reimbursement pursuant to state law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5008 Pregnant or Parenting Students

The District will not discriminate in its education program or activity against any student based on the student's current, potential, or past pregnancy. Students who are pregnant or parenting are encouraged to continue participating in the district's educational and extracurricular programs.

I. Accommodations Regarding Attendance and Participation

A. Generally

Students who anticipate deviations from their regular school experience or accrue absences due to pregnancy or parenting should notify their building principal as early as possible to discuss their educational programming. The building principal will work with the student to develop a plan to assist the student in participating in district curriculum and extra-curricular activities. Such a plan may include:

1. If the student cannot regularly attend classes, the provision of online courses;
2. The arrangement of meeting times with teachers;
3. If the student has not identified appropriate childcare, the identification of child care providers that meet statutory requirements for quality and care; and
4. All other curricular adjustments, modifications, and means of supplementing classroom attendance deemed appropriate by the school administrators including, but not limited to, modification of attendance policies.

B. Students with Disabilities

For students with disabilities who have an IEP or Section 504 plan, the administrators, student's parents or guardians, and student if appropriate will collaborate with the student's educational team to coordinate accommodations consistent with state and federal law. As permitted by law, students may be entitled to accommodations as a result of pregnancy.

C. Title IX

When a student, or a person with a legal right to act on a student's behalf, informs a District employee of the student's pregnancy or related conditions, the District will inform the student of the Title IX Coordinator's contact information. The employee will also inform the student that the Title IX Coordinator can coordinate actions to prevent sex discrimination and ensure the student's equal access to the District's education program or activity.

The District will make reasonable accommodations to the District's policies, practices, and procedures as necessary to prevent sex discrimination and ensure equal access to the District's education program or activity. The District will coordinate reasonable modifications based on the student's individualized need. The District will consult with the student when determining what reasonable modifications may be appropriate, and the student has the discretion to accept or decline the reasonable modifications offered by the District.

The District will allow the student to voluntarily access any separate and comparable portion of the District's education program or activity. The District will allow the student to voluntarily take a leave of absence from the District's education program or activity to cover, at a minimum, the period of time deemed medically necessary by the student's licensed healthcare provider. Upon the student's return, the student will be reinstated to the student's academic status, and as practicable, to the extracurricular status that the student held when the voluntary leave began.

II. Accommodations Regarding Lactation and Breastfeeding

A. Accommodations

1. In order to accommodate lactating and breastfeeding students, the district will provide reasonable opportunities to express breast milk or breastfeed in a place, other than a bathroom, which is shielded from view and free from intrusion from district students, employees, and the public.
2. Students who wish or need to express breast milk on a regular schedule will work with school administrators to create a schedule which

- accommodates the student's needs while facilitating education to the maximum extent possible.
3. The district will provide a location for students to store expressed breast milk in or near the location designated for students to express milk to create the least amount of disruption to the student's participation in class or activities.

B. Educational Process

In order to prevent interference with the educational process, no student shall express breast milk within school classrooms or buses. Nothing in this policy limits the authority of the administration to impose consequences consistent with the Student Discipline Act and other state and federal law.

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 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.

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.

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 brings a deadly weapon as defined in section 28-109 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 his or her designee, or at a school-sponsored activity or athletic event. 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 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 to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain 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, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An

opportunity will be given to the student, and the student's parent or guardian, 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, is to attend the conference.

4. 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

~~Students may be disciplined for the possession of weapons and/or firearms pursuant to the board's separate policy on weapons and firearms or state law.~~

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. 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 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. 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. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
 - e. A statement that the principal, legal counsel for the school, the student, the student's parent, 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. A form on which the student, the student's parent, or the student's guardian 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, student's parents, guardian 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 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 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 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, 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, 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: _____

5049

Firearms and Weapons - Students

[Intentionally Left Blank]

Weapons. ~~No student may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. No visitor under the age of 18 may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy.~~

Definition of Weapon. ~~The term "weapon" means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.~~

Firearms. ~~No person 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. ~~The prohibition against firearms does not apply to:~~

- ~~1. The issuance of firearms to or possession by members of the armed forces of the United States, active or reserve, National Guard of this State, or Reserve Officers Training Corps or peace officers or other duly authorized law enforcement officers when on duty or training; or~~
- ~~2. Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;~~
- ~~3. Firearms which may lawfully be possessed by a person for the purpose of using them, with the approval of the school, in a historical reenactment, in a hunter education program, or as part of an honor guard;~~
- ~~4. Firearms contained within a private vehicle **operated by a nonstudent adult** that are not loaded **and** are encased or are in a locked firearm rack that is on a motor vehicle; or~~

~~5. A handgun carried as a concealed handgun by a nonstudent adult who holds a valid permit issued under the Concealed Handgun Permit Act in a vehicle or on his or her person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area, except as prohibited by federal law.~~

~~**Definition of Encased.** The term "encased" means enclosed in a case that is expressly made for the purpose of containing a firearm and that is completely zipped, snapped, buckled, tied, or otherwise fastened with no part of the firearm exposed.~~

~~**Exceptions for Students.** The only exceptions for a student to bring or possess a weapon, including a firearm, are as follows:~~

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

- ~~1. The firearm or weapon has been brought to school grounds or to an activity or event off school grounds for some educational purpose;~~
- ~~2. The person bringing the firearm or weapon has requested and received the prior approval of both the instructor and the building principal to do so; and~~
- ~~3. All arrangements to use and store the firearm or weapon safely while it is on school premises have been agreed to and carried out.~~

~~**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.**— Administrative and teaching personnel are statutorily authorized, without a warrant, to confiscate any firearm possessed in violation of this policy. By statute, 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 or weapon to school.~~

Adopted on: _____

Revised on: _____

Reviewed on: _____

NOTE TO BE DELETED: This policy satisfies the minimum requirements of the *Healthy, Hunger-Free Kids Act of 2010* and its final rule. Schools that wish to adopt a more “aggressive” policy with higher standards may do so and should contact KSB for policy language that is in-line with their goals.

5052 School Wellness

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, and Fundraisers ~~or in Competition with the National School Lunch and Breakfast Programs~~)

a. Definitions. "Competitive food" means all food and beverages other than meals reimbursed under programs authorized by the Richard B. Russell National School Lunch Act and the Child Nutrition Act of 1966 available for sale to students on the school campus during the school day. For the purpose of competitive food standards implementation, "school day" means the period from the midnight before to 30 minutes after the end of the official school day.

b. Applicability. Except as otherwise allowed by the Nebraska Department of Education (NDE) or applicable law, all competitive 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 USDA Smart Snacks Standards and the nutrition standards found in 7 CFR § 210.11 ~~nutrition standards of those programs.~~ The competitive food restrictions do not apply to food sold during non-school day 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.)

c. Fundraiser Exemptions. A special exemption is allowed for the sale of food and/or beverages that do not meet the competitive food standards as required in this section for the purpose of conducting an infrequent school-sponsored fundraiser. The specially exempted fundraisers must not take place more than the frequency specified by NDE during

such periods that schools are in session. No specially exempted fundraiser foods or beverages may be sold in competition with school meals in the food service area during the meal service.

d. Other Exemptions. The only other nutrition exemptions from the competitive food requirements are those found in 7 CFR § 210.11.

e. Other Limitations. No competitive food can be sold to children anywhere on school premises beginning one half hour before breakfast and/or lunch service until one half hour after meal service unless all proceeds earned during these time periods go to the school nutrition program.

~~a.~~

~~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 June 2020 to Reflect the USDA Final Rule) [found at https://api.healthiergeneration.org/resource/2](https://api.healthiergeneration.org/resource/2).

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

6025
Student Cell Phone and Other Electronic Devices

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

(USE AT SCHOOL OPTION)

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

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

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

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

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

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

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

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

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

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

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

Students may not have cell phones or electronic devices while they are in locker rooms, classrooms, or restrooms. During school hours student cell phones or electronic devices must remain in lockers, backpacks, or be locked in a personal vehicle. Students may use cell phones or other technology in classrooms only with the express permission of the classroom teacher.

Students are strictly prohibited from sending, sharing, viewing, or possessing pictures, text messages, emails or other material of a sexual nature in electronic or any other form on a computer, cell phone, or other electronic device while at school. Students who possess prohibited material on their cell phone or other electronic device while at school shall be subject to disciplinary consequences as articulated by the student handbook.

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

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

Students who violate this policy or other school rules will have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after discussing the rule violation with the student and parent or guardian. Students who violate this policy may, at the discretion of the school's

administration, be subject to additional discipline, up to and including suspension or expulsion.

(YONDR BAG OR OTHER STORAGE SYSTEM OPTION)

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

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

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

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

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

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

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

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

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

(COMPLETE BAN OPTION)

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

6031 Emergency Exclusion

Grounds for Emergency Exclusion. Any student may be excluded from school in the following circumstances subject to the procedural provisions governing short term suspension found elsewhere in these policies or state law:

(a) If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or

(b) If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

Any emergency exclusion shall be based upon a clear factual situation warranting it and shall last no longer than is necessary to avoid the dangers that prompted the exclusion.

Extension of Exclusion. Pursuant to the Student Discipline Act, the principal has the authority to exclude a student from school for up to five school days on an emergency basis. If the superintendent or superintendent's designee determines that it is appropriate to consider the extension of an exclusion beyond five days, such consideration shall be made according to the procedures set forth below.

Notification of Student's Parent(s) or Guardian(s). The superintendent or the superintendent's designee shall notify the student's parent(s) or guardian(s) that the principal has proposed the extension of the exclusion. If the initial notice is oral, the superintendent shall confirm it in writing. The notice shall include notice of a recommended hearing examiner and an alternate hearing examiner for consideration by the parent(s) or guardian(s) if a hearing is requested.

Opportunity to Request a Hearing. The student's parent(s) or guardian(s) may submit an ~~oral~~ request for a hearing on the proposed extension of the exclusion within one school day~~two school days~~ of receiving the initial notice of the proposed extension. ~~If the initial request for a hearing is oral, they shall confirm the request in writing.~~

Failure to Request a Hearing. If the parent(s) or guardian(s) do not request a hearing within two school days of receiving oral or written notice, the proposed extension of the exclusion shall automatically go into effect.

Appointment and Qualifications of a Hearing Examiner. The parent(s) or guardian(s) shall notify the superintendent within one school day of receiving notice of the recommended extension and proposed hearing examiner and alternate hearing examiner if the alternate hearing examiner is preferred.

~~If the parent(s) or guardian(s) request a hearing, the superintendent shall appoint a hearing examiner upon receiving a request for a hearing. The hearing examiner may be any person who did not bring charges against the student, is not to be a witness at the hearing, and has no involvement in the charge.~~

Hearing Examiner's Notice to Parent(s) or Guardian(s). The hearing examiner shall promptly give written notice of the time, date and place of the hearing. The hearing will be held within tenfive school days after the initial date of exclusion; school district receives the initial oral or written request; provided, the hearing may be held more than five school days after receipt of the request upon a showing of good cause. No hearing will be held on less than two (2) school days' notice unless otherwise agreed to by the student's parent(s) or guardian(s) and school officials.

Continued Exclusion. If a hearing is requested, the principal may determine in his or her sole discretion that the student shall remain excluded from school until the hearing officer makes a recommendation to the superintendent.

Examination of Student's Records and Affidavits. Prior to the hearing, the student and his/her parent(s) or guardian(s) shall have the right to examine and have school officials explain the student's records and any affidavits that will be used by school officials at the hearing.

Attendance at Hearing. The hearing may be attended by the hearing examiner, the principal (or designee), the student, and the student's parents or guardian(s). The student may be represented at this hearing by a representative of the family's choice.

Student's Witness(es). The student and his/her parent(s) or guardian(s) may ask any person with knowledge of the events leading up to the sanction or with general knowledge of the student's character to testify on behalf of the student. If school personnel or other students are requested to testify by the student's parent(s) or guardian(s), the hearing officer shall endeavor to help obtain the presence of such witnesses at the hearing.

Right to Know Issues and Nature of Testimony. The student and his/her parent(s) or guardian(s) have the right to request in advance of the hearing the issues which the administration will propose in support of the extension, and the general nature of the testimony of any administrative or expert witnesses.

Presence of Student and Witnesses at the Hearing. The student and witnesses may be excluded at the discretion of the hearing examiner in accordance with state statutes. The student may speak in his/her own defense and may be questioned on such testimony, but may choose not to testify. The school district shall make available to testify at the hearing any employee who is a witness to the matter upon request from the parent(s) or guardian(s).

Sworn or Affirmed Testimony. The principal or his or her designee shall present evidence supporting the recommended extension ~~of the exclusion~~. Witnesses will give testimony under oath of affirmation, and may be questioned.

Hearing Examiner's Report and Recommendations. The hearing examiner shall prepare a report of his or her findings and recommendations, and forward the report to the superintendent.

Superintendent's Decision. The superintendent will review the hearing examiner's report and determine whether to extend the exclusion. He or she shall have the decision delivered or sent by registered or certified mail to the student, student's parent(s), or guardian(s). If the superintendent decides to extend the exclusion, the extension will take effect immediately.

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

6036

Reading Instruction and Intervention Services

The purpose of this policy is to facilitate reading instruction and intervention services to address student reading needs, including, but not limited to, dyslexia. It is the school district's goal that each student be able to read at or above grade level by third grade.

Effective Reading Teachers. It is the intent of the school district to employ teachers for kindergarten through third grade who are effective reading teachers as evidenced by (a) evaluations based on classroom observations and student improvement on reading assessments or (b) specialized training in reading improvement.

Reading Assessment. The school district will administer a reading assessment approved by the Nebraska Department of Education three times during the school year to all students in kindergarten through third grade. Exceptions to this requirement include:

- Any student receiving specialized instruction for limited English proficiency who has been receiving such instruction for less than two years;
- Any student receiving special education services for whom such assessment would conflict with the individualized education plan; and
- Any student receiving services under a plan pursuant to the requirements of section 504 of the federal Rehabilitation Act of 1973, 29 U.S.C. 794, or Title II of the federal Americans with Disabilities Act of 1990, 42 U.S.C. 12131 to 12165, as such acts and sections existed on January 1, 2018, for whom such assessment would conflict with such section 504 or Title II plan.

The first assessment for kindergarten students must occur within the first 45 calendar days that school is in session of each school year. For all other grades, the first assessment must occur within the first 30 calendar days that school is in session of each school year.

Diagnostic assessments used within a supplemental reading intervention program do not require Nebraska Department of Education approval.

Deficiency Identification. Any student in kindergarten through third grade performing below the threshold level as determined by the Nebraska Department of Education shall be identified as having a reading deficiency for purposes of the Nebraska Reading Improvement Act and this policy. A student who is identified as having a reading deficiency shall remain identified as having a reading deficiency until the student performs at or above the

threshold level on an approved reading assessment. Nothing in the Nebraska Reading Improvement Act or this policy shall prohibit a school district from identifying any other student as having a reading deficiency.

Supplemental Reading Intervention Program. The school district will provide a supplemental reading intervention program to ensure that students can read at or above grade level at the end of third grade. The school district may work collaboratively with a reading specialist at the Nebraska Department of Education, with educational service units, with learning communities, or through interlocal agreements to develop and provide such supplemental reading intervention programs. Each supplemental reading intervention program must be:

- Provided to any student identified as having a reading deficiency;
- Implemented during regular school hours in addition to regularly scheduled reading instruction unless otherwise agreed to by a parent or guardian; and
- Made available as a summer reading program between each summer for any student who has been enrolled in grade one, grade two, or grade three or in a higher grade and is identified as continuing to have a reading deficiency at the conclusion of the school year preceding such summer reading program. The summer reading program may be held in conjunction with existing summer programs in the school district or in a community reading program not affiliated with the school district or offered online.

The supplemental reading intervention program may also include:

- Reading intervention practices that are evidence-based;
- Diagnostic assessments to identify specific skill-based strengths and weaknesses a student may have;
- Frequent monitoring of student progress throughout the school year with instruction adjusted accordingly;
- Intensive intervention using strategies selected from the following list to match the weaknesses identified in the diagnostic assessment:
 - Development in phonemic awareness, phonics, fluency, vocabulary, and reading comprehension;
 - Explicit and systematic instruction with detailed explanations, extensive opportunities for guided practice, and opportunities for error corrections and feedback; or
 - Daily targeted individual or small-group reading intervention based on student needs as determined by diagnostic assessment data subject to planned extracurricular school activities;

- Strategies and resources to assist with reading skills at home, including parent-training workshops and suggestions for parent-guided home reading; or
- Access to before-school or after-school supplemental reading intervention with a teacher or tutor who has specialized training in reading intervention.

Parent/Guardian Notification. The school will give notice in writing or by electronic communication to the parent(s) or guardian(s) of any student identified as having a reading deficiency within 15 working days of such identification that the student has been identified as having a reading deficiency and that an individual reading improvement plan will be established and shared with the parents or guardians.

Reading Improvement Plan. Any student who is identified as having a reading deficiency will receive an individualized reading improvement plan, that shall include a supplemental reading intervention program, no later than 30 days after the identification of the reading deficiency. The reading improvement plan may be created by the teacher, the principal, other pertinent school personnel, and the parents or guardians of the student and shall describe the reading intervention services the student will receive through the supplemental reading intervention program to remedy the reading deficiency. The student must receive reading intervention services through the supplemental reading intervention program until the student is no longer identified as having a reading deficiency.

Reading Progress. Each student in kindergarten through third grade and his or her parent(s) or guardian(s) will be informed of the student's reading progress within a reasonable time after the school district receives the results from the student's approved reading assessment.

NDE Professional Learning System. The Nebraska Department of Education provides a professional learning system. The elementary school(s) and early childhood education programs approved by the State Board of Education will ensure that teachers who teach children from four years of age through third grade are aware of the professional learning system and are adequately trained regarding evidence-based reading instruction to effectively instruct students in reading.

NDE Report. On or before July 1 of each year, the school district will provide the required information relating to dyslexia to the Nebraska Department of Education.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6040

Prekindergarten (Preschool or Early Childhood) Program

The school board establishes a program to provide prekindergarten services to resident students, also referred to as an early childhood or preschool program. The school district will provide the program in compliance with state law and 92 NAC 11 (Nebraska Department of Education "Rule 11"). The availability of the program is subject to the district being able to employ and retain appropriate and qualified personnel.

Purpose. The purpose of the program is to promote the social, emotional, intellectual, language, physical, and aesthetic development and learning for the children served and to promote family development and support.

Age Participation. The program will be available to children of the following ages:

- Children who are 3 years of age before July 31 of the enrollment year;
- Children who are 4 years of age at the start of the enrollment year; and
- Children who are 5 years of age at the start of the enrollment year, so long as they do not turn 6 years of age prior to January 1 of that year (subject to the participation limitation below).

All enrollment is subject to capacity limitations and enrollment priorities established in this policy. Three-year-old children will only be offered half-day attendance.

Five-Year-Old Participation. Participation of 5-year-old students who will not turn 6 prior to January 1 of the enrollment year will be further limited to those students who have a raw score lower than ____ on the [INSERT SCREENING TOOL(S)].

Capacity Limitation. The maximum capacity for the program is ____ children. In the event where the total number of children registered for the program by July 15 rises above ____, the district will only offer the program to children with the following priority for enrollment:

- 4-year-olds;
- "At-risk" children (as defined by Rule 11);
- Qualified five-year-old students; and
- Three-year-olds.

If the program is at capacity after July 15, further enrollment applications will be denied. Exception: If an "at-risk child" (as defined by Rule 11) moves into the district and the program is at capacity, the child will be enrolled in the

program. The youngest child in the class that is not "at risk" will be withdrawn from the program.

Program Coordinator. The program will be coordinated by a an individual qualified by law to be a Program Coordinator.

Program and Staff Requirements. All teachers and administrators in prekindergarten programs must hold a valid certificate or permit to teach issued by NDE except as otherwise allowed by law or Rule 11.

Participation and Inclusion. Participation of children and families in the program will be voluntary. The program will not exclude children verified as having disabilities and will include to the extent possible children of diverse social and economic characteristics.

Birth Certificates. Within 30 days of enrollment, parents or guardians must submit a certified copy of the child's birth certificate or other documentation in compliance with the Missing Children Identification Act (sections 43-2001 through 43-2012).

Instructional Hours. Each class in the program will operate a minimum of 12 instructional hours per week during the school year. Programs receiving grant funds pursuant to state law will operate a minimum of 450 instructional hours per school year.

Fees. The district may charge a fee for its program in accordance with the Policy 5045 - Student Fees, provided that the fee may not exceed the actual cost of the program. If the district charges a fee, it will also use a sliding fee scale in order to maximize the participation of economically and categorically diverse groups. The district may waive fees on the basis of need.

General Reports. The head administrator will include information about the program in the NDE approved data system. All early childhood data is due as specified by the data system calendar.

Early Childhood Program Report. An Early Childhood Program Report Form will be submitted annually by October 15 on the form required by NDE.

Planning. Each program will have a planning period that complies with the requirements of Rule 11.

Coordination with Existing Programs and Funding Sources. The district will develop, and keep on file, a written plan to show that the program will be coordinated or contracted with existing programs in compliance with Rule 11

requirements. The district will develop and keep on file a written plan to coordinate and use a combination of local, state, and federal funding sources including, but not limited to, those listed in Rule 11 in order to maximize the participation of economically and categorically diverse groups of children and to ensure that participating children and families have access to knowledge of comprehensive services that may be available.

Additional Rule 11 Requirements. Rule 11 includes additional requirements that are not included in this policy, including but not limited to requirements addressing family development and support; developmentally and culturally appropriate curriculum, practices, and assessment; evaluation and quality assurance; program staff; child/staff ration and group size; facilities, equipment, health, and safety; meals and snacks, immunizations; supervision; toileting; infants and toddlers; Sixpence programs; and home-based programs. The district will comply with these additional requirements that are applicable to the program.

Special Education Act Compliance. Nothing in this policy allows the school district to fail to meet its responsibilities under the Special Education Act (section 79-1110 through 79-1167). To the extent there is any conflict between this policy or Rule 11 with the Special Education Act, the Act shall control.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6041
Malcolm X Day Education

Each year on May 19th, designated as El-Hajj Malik ElShabazz, Malcolm X Day, the school district will hold suitable exercises in recognition of the sacrifices of the late Nebraska Hall of Fame inductee El-Hajj Malik El-Shabazz, Malcolm X, and his contributions to the betterment of society. When May 19th falls on a Saturday or Sunday, the district will provide the suitable exercises during the preceding or following week. The program shall be implemented within any applicable laws and/or regulations.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6042 Projection Maps

The school district will only use the Gall-Peters projection map or a similar cylindrical equal-area projection map or the AuthaGraph projection map for display or use in the classroom. Use of the Mercator projection map is prohibited unless:

1. The Mercator projection map is used in conjunction with other projection maps in a teaching exercise to demonstrate that all maps are flawed in some way and different map projections serve different functions and may affect how individuals view the world; or
2. The Mercator projection map is part of any:
 - a. book or material obtained prior to July 19, 2024; or geographic information system; or computer program that renders a three-dimensional representation of Earth based primarily on satellite imagery, such as Google Earth or similar software; and
 - b. a Gall-Peters projection map or similar cylindrical equal-area projection map or an AuthaGraph projection map is displayed in the classroom or shown to students during the lesson in which a Mercator projection map is used.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6043

Sharing Mapping Data

This policy shall provide for the sharing of information to public safety agencies in order to implement effective emergency response protocols.

Definition. Mapping data means maps relating to the school buildings or school property with data for an efficient emergency response.

Sharing of Mapping Data. Mapping data shall be shared in an electronic or printable format with public safety agencies that provide emergency services to district property to assist those agencies in responding to an emergency on district property.

Requirements Related to Mapping Data. Mapping data shared with public safety agencies pursuant to this policy shall meet the following requirements:

- The mapping data shall be compatible with and able to be integrated into software platforms used by public safety that provide emergency services to the specific school for which the data is provided without requiring:
 - The purchase of additional software by such public safety agencies; or
 - The integration of third-party software to view the data;
- The mapping data shall be a finished map product in a file format easily accessible using a standard or open-source file reader, depending on the needs of the school and the public safety agency;
- The mapping data shall be provided in a printable format;
- The mapping data shall be verified for accuracy, during production and annually, through a walk-through of the school campus;
- The mapping data shall give an indication of what direction is true north;
- The mapping data shall include accurate floor plans overlaid on accurate, verified aerial imagery of the school campus;
- The mapping data shall contain site-specific labeling that matches the structure of school buildings, including room labels, hallway names, external door or stairwell numbers, locations of hazards, key utility locations, key boxes, automated external defibrillators, and trauma kits using standard labeling rules set by the State Department of Education;
- The mapping data shall contain site-specific labeling that matches the school grounds, including parking areas, athletic fields, surrounding roads, and neighboring properties using standard labeling rules set by the State Department of Education; and
- The mapping data shall be overlaid with a grid and coordinates.

Annual Certification or Updates. The district shall annually:

- Certify to the appropriate public safety agencies that the mapping data provided pursuant to this policy is accurate; or
- If such information has changed, provide the appropriate public safety agencies with updated mapping data.

Reimbursement. The Superintendent shall apply to the State Department of Education in the manner prescribed by the Commissioner of Education for a grant to cover the costs of providing payment to vendors on behalf of the school district to facilitate the implementation of mapping data in accordance with this policy. Such application shall include a copy of this school policy, an estimate from a vendor on the cost of providing such mapping data that meets the requirements of this policy, and any other information the department may require. Alternatively, the Superintendent may apply to and contract with the district's educational service unit in the manner prescribed by the educational service unit for purposes of covering the costs of facilitating mapping data in accordance with this policy.

Adopted on: _____

Revised on: _____

Reviewed on: _____