

Board of Education Regular Meeting  
Monday, June 10, 2024 7:30 PM  
Library--Superior High School, Superior, NE  
PO Box 288  
Superior, NE 68978

1. Routine Business
  - 1.1. Call Meeting to Order
  - 1.2. Pledge of Allegiance
  - 1.3. Roll Call
  - 1.4. Excuse Absent Board Member(s)
2. Regular Meeting Agenda
  - 2.1. Public Participation
  - 2.2. Presentations - Staff/Students
  - 2.3. Consent Agenda
    - 2.3.1. Approval of Previous Minutes
    - 2.3.2. Approval of Treasurer's Report
    - 2.3.3. Approval of School Activity Fund Report
    - 2.3.4. Approval of Revenue Budget Report
    - 2.3.5. Approval of Expense Budget Report
  - 2.4. Approval of Previous Months Claims
  - 2.5. Review of Covid Protocols/Return to Learn Plan
  - 2.6. Certified Substitute Rates
  - 2.7. New Policies

- 2.8. Policy Changes
- 3. Correspondence
  - 3.1. Board Quicks
- 4. Discussion Items
  - 4.1. Principals' and Activities/Athletic Director's Reports
  - 4.2. Superintendent's Report
  - 4.3. Report from Board Committees
  - 4.4. Policy Review - Policies 4043, 5018, 5054, and 5057
- 5. Items for Next Board Meeting
- 6. Executive Session
- 7. Reconvene to regular session
- 8. Adjournment

NUCKOLLS COUNTY SCHOOL DISTRICT 65-0011  
SUPERIOR PUBLIC SCHOOLS  
SUPERIOR, NEBRASKA  
May 13, 2024

Matt Bargaen: Present, Brad Biltoft: Present, Peggy Meyer: Present, Luke Meyers: Present, Matt Sullivan: Present, Krista Tatro: Present. Present: 6.

Posted Locations:

- The Superior Express
- Superior Public Schools
- <https://www.superiorwildcats.org/>

Posted Dates: 05/06/2024 Superior Public Schools and <https://www.superiorwildcats.org/>  
05/09/2024 The Superior Express

## 1. Routine Business

### 1.1. Call Meeting to Order

Meeting was called to order at 7:30 p.m. by Peggy Meyer.

### 1.2. Pledge of Allegiance

### 1.3. Roll Call

### 1.4. Excuse Absent Board Member(s)

## 2. Regular Meeting Agenda

### 2.1. Public Participation

Paras have asked to have a pay scale established as paras are hired. Also discussed benefits, substitute pay, differences in pay for surrounding areas, annual evaluations.

### 2.2. Presentations - Staff/Students

Dusty Stevens gave presentation on how school year has gone, summer food program and CEP program. Talked about the idea of a grab and go meal for the summer and having three pick up sites including the school, Hardy bus stop and Guide Rock bus stop. She is also working on some grants to help with funding. May have costs in supplies, gas, transportation. The CEP has helped families that are free/reduced but reimbursement is down due to no students paying for meals.

### 2.3. Consent Agenda

Motion to approve consent agenda as presented carried with a motion by Luke Meyers and a second by Krista Tatro.

Matt Bargaen: Aye, Brad Biltoft: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye, Krista Tatro: Aye  
Aye: 6, Nay: 0

2.3.1. Approval of Previous Minutes

2.3.2. Approval of Treasurer's Report

2.3.3. Approval of School Activity Fund Report

2.3.4. Approval of Revenue Budget Report

2.3.5. Approval of Expense Budget Report

2.4. Approval of Previous Months Claims

Motion to approve General Fund claims for April 2024 in the amount of \$608,195.68 carried with a motion by Matt Sullivan and a second by Matt Bargaen.

Matt Bargaen: Aye, Brad Biltoft: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye, Krista Tatro: Aye  
Aye: 6, Nay: 0

2.5. Cooperative Agreement with Deshler and Lawrence-Nelson for girls wrestling

Motion to enter into a NSAA cooperative agreement with Deshler and Lawrence-Nelson for High School Girls Wrestling for the 2024-2025 and 2025-2026 school years. The costs of the program will be divided in proportion to the number of participants in the program. All practices, competitions, and activities involving the program will be held at Superior High School carried with a motion by Matt Bargaen and a second by Matt Sullivan.

Matt Bargaen: Aye, Brad Biltoft: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye, Krista Tatro: Aye  
Aye: 6, Nay: 0

Steph said the middle school girls wrestling will also change and will be same time as boys basketball.

2.6. Cooperative Agreement with Deshler for boys and girls bowling

Motion to enter into a NSAA cooperative agreement with Deshler for High School Boys and Girls Bowling for the 2024-25 and 2025-26 school years. The costs of the program will be divided in proportion to the number of participants in the program. All practices, competitions, and activities involving the program will be held at Superior carried with a motion by Luke Meyers and a second by Krista Tatro.

Matt Bargaen: Aye, Brad Biltoft: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye, Krista Tatro: Aye  
Aye: 6, Nay: 0

Steph reported that Deshler has about 12 students interested and the agreement is similar to the wrestling cooperative agreement.

#### 2.7. 2024-2025 Occupational Therapist Interlocal Agreement

Motion to approve 2024-2025 Occupational Therapist Interlocal Agreement with Lawrence-Nelson, Blue Hill and Sandy Creek carried with a motion by Matt Sullivan and a second by Brad Biltoft.

Matt Bargaen: Aye, Brad Biltoft: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye, Krista Tatro: Aye  
Aye: 6, Nay: 0

John stated that this is the standard agreement that we share with Sandy Creek, Lawrence Nelson and Blue Hill.

#### 2.8. Revise 2024-2025 District Calendar

Motion to change September 26, 2024 parent teacher conference and September 27, 2024 comp day to October 10 and 11, 2024 and February 13, 2025 parent teacher conference and February 14, 2025 comp day to March 13 and 14 , 2025 carried with a motion by Luke Meyers and a second by Krista Tatro.

Matt Bargaen: Aye, Brad Biltoft: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye, Krista Tatro: Aye  
Aye: 6, Nay: 0

Discussion about having semester grades rather than quarter grades and changing parent teacher conferences.

#### 2.9. Rescind Resignation

Motion to rescind resignation of Tierney Casper for the 2024-2025 school year carried with a motion by Brad Biltoft and a second by Matt Bargaen.

Matt Bargaen: Aye, Brad Biltoft: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye, Krista Tatro: Aye  
Aye: 6, Nay: 0

Mr. Whetzal provided update on Mrs. Casper's contract to work until maternity leave.

#### 2.10. 2024-2025 Curriculum Director Interlocal Agreement

Motion to approve 2024-2025 curriculum director interlocal agreement with Thayer Central carried with a motion by Brad Biltoft and a second by Peggy Meyer.

Matt Bargaen: Aye, Brad Biltoft: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye, Krista Tatro: Aye  
Aye: 6, Nay: 0

#### 2.11. Certified Hire

Motion to hire Elizabeth Collins as an elementary teacher effective for the 2024-2025 school year carried with a motion by Krista Tatro and a second by Luke Meyers.

Matt Bargaen: Aye, Brad Biltoft: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye, Krista Tatro: Aye

Aye: 6, Nay: 0

John reported that she would be a 4th grade teacher next school year.

### 3. Correspondence

#### 3.1. Board Quicks

### 4. Discussion Items

#### 4.1. Principals' Reports

#### 4.2. Superintendent's Report

Mr. Whetzal gave the superintendent report that included a retirement incentive program option, substitute rate pay, dual credit courses, graduation and a grant for a welding program. Staff appreciation gathering is Tuesday, May 14 at Superior Country Club.

#### 4.3. Report from Board Committees

#### 4.4. Policy Review - Policies 2007 - 2017

Board reviewed policies 2007 through 2017. Discussion on participation in insurance by board members and asked if there is a policy for past board members participating. There were no changes to the policies.

### 5. Items for Next Board Meeting

Substitute rates; financial planning, preliminary budget, policy review, parental involvement policy hearing, review handbooks

### 6. Executive Session

Motion to move to executive session for Superintendent evaluation and for the discussion of personnel for the protection of public interest at 9:04 p.m carried with a motion by Matt Sullivan and a second by Luke Meyers.

Matt Bargaen: Aye, Brad Biltoft: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan: Aye, Krista Tatro: Aye

Aye: 6, Nay: 0

### 7. Reconvene to regular session

Motion to reconvene to regular session at 10:35 p.m carried with a motion by Brad Biltoft and a second by Luke Meyers.

Matt Bargaen: Aye, Brad Biltoft: Aye, Peggy Meyer: Aye, Luke Meyers: Aye, Matt Sullivan:

Aye, Krista Tatro: Aye  
Aye: 6, Nay: 0

## 8. Adjournment

Meeting adjourned at 10:36 p.m. by Peggy Meyer.

# Superior Public Schools

## May 2024 Cash Summary Report

Fund	Description	Beginning Balance	Revenue	Expenditure	Ending Balance
01	General Fund	\$1,534,132.28	\$1,744,885.26	(\$607,090.19)	\$2,671,927.35
02	Depreciation Fund	\$420,680.16	\$178.64	\$0.00	\$420,858.80
03	Employee Benefit Fund	\$1,371.87	\$0.29	\$0.00	\$1,372.16
05	Activity Fund	\$182,785.81	\$19,998.68	(\$34,860.36)	\$167,924.13
06	School Nutrition Fund	\$34,569.24	\$26,428.31	(\$33,395.83)	\$27,601.72
07	Bond Fund	\$470,268.58	\$149,108.52	\$0.00	\$619,377.10
08	Special Building Fund	\$22,664.15	\$58,131.68	\$0.00	\$80,795.83
09	QCPUF Fund	\$64,355.28	\$42,285.50	\$0.00	\$106,640.78
<b>Sub Total</b>		<b>\$2,730,827.37</b>	<b>\$2,041,016.88</b>	<b>(\$675,346.38)</b>	<b>\$4,096,497.87</b>

**DEPRECIATION FUND****F&M Bank**


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Beg Balance 03/31/2024	\$420,680.16
Receipts	\$178.64 interest
Disbursements	\$0.00
Ending Balance 05/31/2024	\$420,858.80

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**QUALIFIED CAPITAL PURPOSE FUND****Home Federal**

Beg Balance 03/31/2024	\$64,355.28
Receipts	\$42,194.33 County proceeds \$91.17 interest
Disbursements	\$0.00
Ending Balance 05/31/2024	\$106,640.78

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**BOND FUND****Horizon Bank**

Beg Balance 03/31/2024	\$470,268.58
Receipts	\$147,678.44 County Proceeds \$1,430.08 interest
Disbursements	\$0.00
Ending Balance 05/31/2024	\$619,377.10

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**SPECIAL BUILDING FUND****Home Federal**

Beg Balance 03/31/2024	\$22,664.15
Receipts	\$58,053.73 County Proceeds \$77.95 interest
Disbursements	\$0.00
Ending Balance 05/31/2024	\$80,795.83

**General Fund**  
**May 2024**

**Bills**

Original List	\$	121,085.64
Voided Expenditure Checks	\$	-
Receipts Posted to Expenditure Account: (SCNUSD BCBS)	\$	(1,105.49)
Total	\$	119,980.15

**Additions**

NONE	\$	-
	\$	-
	\$	-
Total Additions	\$	-

**Total Bills** \$ 119,980.15

**Payroll & Benefits**

Original Total	\$	487,110.04
Additions/Corrections	\$	-
Total	\$	487,110.04

**Total Payroll & Benefits** \$ 487,110.04

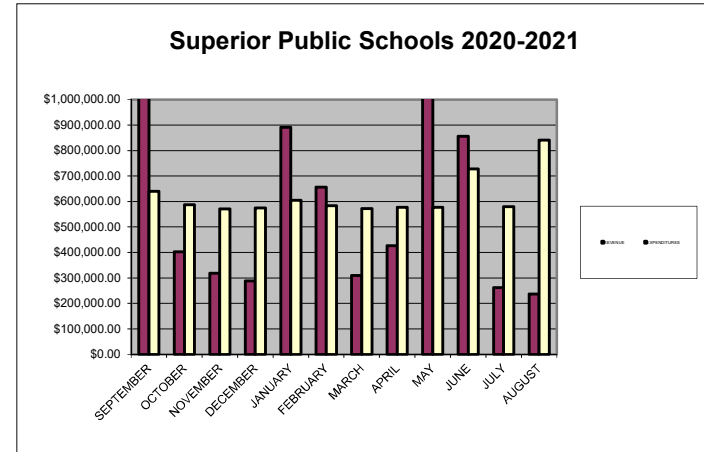
**May Expenditure Adjusted Grand Total** \$ 607,090.19

**GENERAL FUND RECAP - May 2024**

Beginning Balance 4-30-2024	\$	1,534,132.28
Receipts	\$	1,744,885.26
Expenditures	\$	607,090.19
Ending Balance 5-31-2024	\$	2,671,927.35

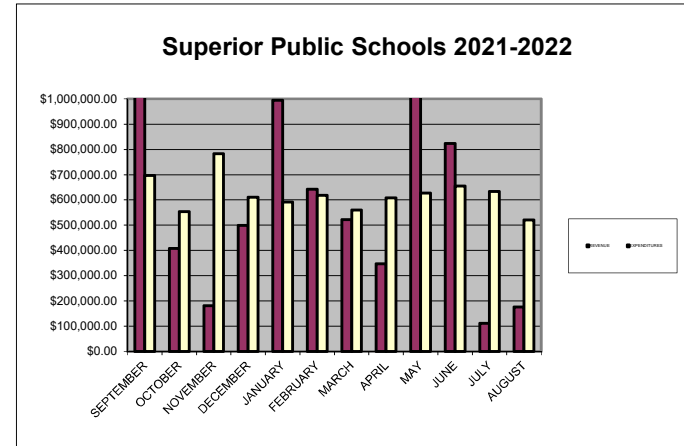
**SUPERIOR PUBLIC SCHOOL DISTRICT 65-0011  
GENERAL FUND  
2020-2021 FISCAL YEAR**

	BEG. BAL.	REVENUE	EXPENDITURES	END BALANCE
SEPTEMBER	\$1,750,229.72	\$1,270,816.74	\$640,026.23	\$2,381,020.23
OCTOBER	\$2,381,020.23	\$402,654.95	\$586,564.61	\$2,197,110.57
NOVEMBER	\$2,197,110.57	\$318,877.70	\$570,306.88	\$1,945,681.39
DECEMBER	\$1,945,681.39	\$288,275.08	\$574,210.33	\$1,659,746.14
JANUARY	\$1,659,746.14	\$891,465.75	\$605,021.17	\$1,946,190.72
FEBRUARY	\$1,946,190.72	\$656,809.29	\$582,762.55	\$2,020,237.46
MARCH	\$2,020,237.46	\$309,509.02	\$571,916.06	\$1,757,830.42
APRIL	\$1,757,830.42	\$425,963.71	\$577,657.26	\$1,606,136.87
MAY	\$1,606,136.87	\$1,207,261.61	\$576,493.44	\$2,236,905.04
JUNE	\$2,236,905.04	\$856,149.48	\$727,280.15	\$2,365,774.37
JULY	\$2,365,774.37	\$261,985.24	\$580,055.64	\$2,047,703.97
AUGUST	\$2,047,703.97	\$236,181.91	\$841,394.51	\$1,442,491.37



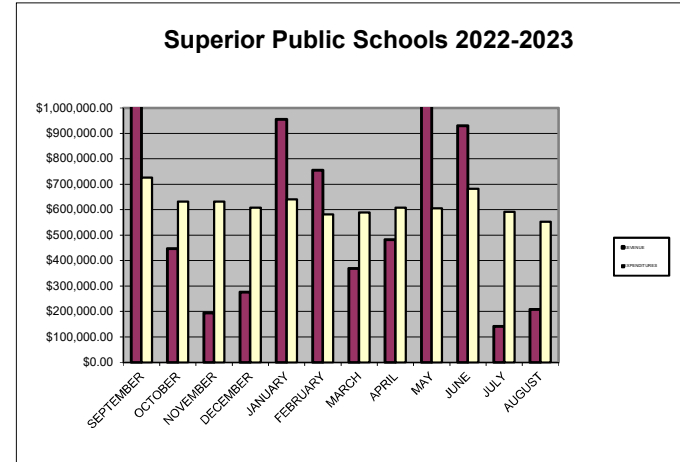
**SUPERIOR PUBLIC SCHOOL DISTRICT 65-0011  
GENERAL FUND  
2021-2022 FISCAL YEAR**

	BEG. BAL.	REVENUE	EXPENDITURES	END BALANCE
SEPTEMBER	\$1,442,491.37	\$1,192,592.22	\$697,447.45	\$1,937,636.14
OCTOBER	\$1,937,636.14	\$407,760.19	\$554,015.29	\$1,791,381.04
NOVEMBER	\$1,791,381.04	\$181,757.45	\$783,156.37	\$1,189,982.12
DECEMBER	\$1,189,982.12	\$498,733.66	\$610,650.15	\$1,078,065.63
JANUARY	\$1,078,065.63	\$994,756.13	\$591,110.10	\$1,481,711.66
FEBRUARY	\$1,481,711.66	\$642,442.97	\$618,591.36	\$1,505,563.27
MARCH	\$1,505,563.27	\$522,516.39	\$559,480.92	\$1,468,598.74
APRIL	\$1,468,598.74	\$347,307.72	\$608,160.41	\$1,207,746.05
MAY	\$1,207,746.05	\$1,454,501.61	\$627,812.21	\$2,034,435.45
JUNE	\$2,034,435.45	\$823,280.65	\$654,845.57	\$2,202,870.53
JULY	\$2,202,870.53	\$111,119.93	\$633,528.93	\$1,680,461.53
AUGUST	\$1,680,461.53	\$176,329.90	\$520,605.33	\$1,336,186.10



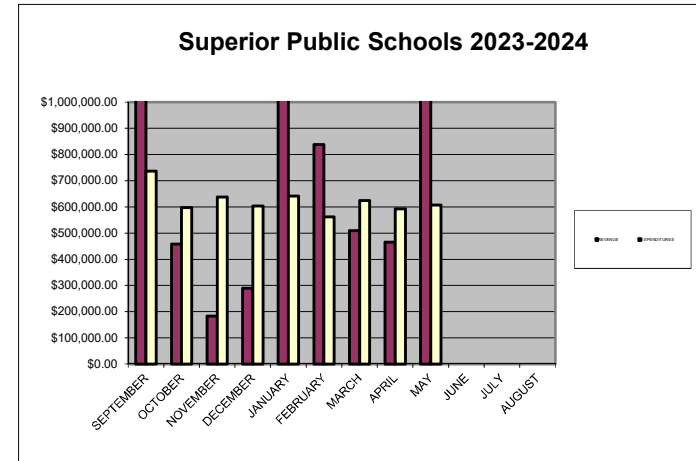
**SUPERIOR PUBLIC SCHOOL DISTRICT 65-0011  
GENERAL FUND  
2022-2023 FISCAL YEAR**

	BEG. BAL.	REVENUE	EXPENDITURES	END BALANCE
SEPTEMBER	\$1,336,186.10	\$1,094,427.33	\$726,305.18	\$1,704,308.25
OCTOBER	\$1,704,308.25	\$447,124.34	\$632,040.93	\$1,519,391.66
NOVEMBER	\$1,519,391.66	\$194,010.88	\$631,837.48	\$1,081,565.06
DECEMBER	\$1,081,565.06	\$276,080.92	\$607,629.18	\$750,016.80
JANUARY	\$750,016.80	\$955,678.74	\$640,268.86	\$1,065,426.68
FEBRUARY	\$1,065,426.68	\$755,383.16	\$581,093.45	\$1,239,716.39
MARCH	\$1,239,716.39	\$368,231.17	\$589,495.84	\$1,018,451.72
APRIL	\$1,018,451.72	\$482,600.35	\$607,445.04	\$893,607.03
MAY	\$893,607.03	\$1,312,000.73	\$605,528.36	\$1,600,079.40
JUNE	\$1,600,079.40	\$929,674.57	\$682,072.52	\$1,847,681.45
JULY	\$1,847,681.45	\$141,282.94	\$591,142.56	\$1,397,821.83
AUGUST	\$1,397,821.83	\$207,856.67	\$552,971.49	\$1,052,707.01



**SUPERIOR PUBLIC SCHOOL DISTRICT 65-0011  
GENERAL FUND  
2023-2024 FISCAL YEAR**

	BEG. BAL.	REVENUE	EXPENDITURES	END BALANCE
SEPTEMBER	\$1,052,707.01	\$1,152,030.20	\$736,451.77	\$1,468,285.44
OCTOBER	\$1,468,285.44	\$458,660.15	\$597,803.31	\$1,329,142.28
NOVEMBER	\$1,329,142.28	\$182,762.54	\$638,077.67	\$873,827.15
DECEMBER	\$873,827.15	\$289,686.65	\$603,405.96	\$560,107.84
JANUARY	\$560,107.84	\$1,582,455.25	\$641,669.11	\$1,500,893.98
FEBRUARY	\$1,500,893.98	\$837,840.46	\$562,047.14	\$1,776,687.30
MARCH	\$1,776,687.30	\$508,895.74	\$624,497.96	\$1,661,085.08
APRIL	\$1,661,085.08	\$465,153.99	\$592,106.79	\$1,534,132.28
MAY	\$1,534,132.28	\$1,744,885.26	\$607,090.19	\$2,671,927.35
JUNE				
JULY				
AUGUST				



# Current Cash Balance

Sorted by Site ID, Reporting ID, Activity ID.  
From 05/01/2024 to 05/31/2024.

Site ID	Site Name	Rep ID	Reporting ID Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
Activity ID	Activity Name							
SPS	Superior Public Schools							
100	Athletics			13,196.14	5,915.52	9,085.13	-145.00	9,881.53
105	Bowling			1,203.39	0.00	0.00	0.00	1,203.39
110	Boys' Basketball			1,613.68	0.00	0.00	0.00	1,613.68
115	Cross Country			645.37	0.00	0.00	0.00	645.37
120	Girls' Basketball			6,829.97	325.00	745.08	0.00	6,409.89
125	Boys' Golf			620.40	0.00	67.64	0.00	552.76
130	Football			974.08	0.00	0.00	0.00	974.08
135	JH Football			8.50	0.00	0.00	0.00	8.50
140	JH Volleyball			460.11	0.00	0.00	0.00	460.11
145	JH Girls Basketball			265.55	0.00	0.00	0.00	265.55
150	Girls' Golf			2,471.12	0.00	0.00	0.00	2,471.12
170	Volleyball			4,959.94	325.00	0.00	0.00	5,284.94
175	JH Wrestling			1,366.99	0.00	0.00	0.00	1,366.99
180	Wrestling			934.33	1,218.00	436.90	0.00	1,715.43
190	Track			927.88	0.00	0.00	0.00	927.88
300	Archery			576.75	0.00	0.00	0.00	576.75
305	Art Club			166.18	0.00	0.00	0.00	166.18
320	Community Service Club			3,856.40	443.10	255.20	0.00	4,044.30
325	Drama			972.69	0.00	0.00	0.00	972.69
335	FBLA			7,775.09	250.00	1,728.89	0.00	6,296.20
345	FFA			7,221.43	3,983.00	6,302.66	0.00	4,901.77
350	Foreign Language			3,264.80	0.00	46.76	0.00	3,218.04
355	S Club			63.63	0.00	0.00	0.00	63.63
360	Speech			1,018.46	0.00	0.00	0.00	1,018.46
365	Student Council			7,475.12	30.95	224.96	0.00	7,281.11
370	Dance Team			7,172.92	242.18	5,378.57	264.96	2,301.49
375	Leadership			380.01	0.00	0.00	0.00	380.01
500	Elementary K-5			9,197.59	505.60	287.14	0.00	9,416.05
501	Elementary PBiS			692.71	0.00	0.00	0.00	692.71
503	Kids' Club			159.81	0.00	68.72	0.00	91.09
505	Middle School			593.12	315.00	264.45	0.00	643.67
510	Secondary			4,731.34	927.32	3,682.18	0.00	1,976.48
511	Secondary PBiS			1,408.30	149.00	144.36	0.00	1,412.94
522	Class of 2022			10.00	0.00	0.00	-10.00	0.00
523	Class of 2023			511.74	0.00	0.00	-511.74	0.00
524	Class of 2024			3,064.66	0.00	1,779.66	-840.00	445.00
525	Class of 2025			4,748.37	810.00	156.00	0.00	5,402.37
526	Class of 2026			4,394.63	765.00	0.00	0.00	5,159.63
527	Class of 2027			1,245.10	700.00	0.00	0.00	1,945.10
533	CLASS OF 2033			573.48	0.00	87.87	0.00	485.61
610	Ag Ed			88.23	0.00	0.00	0.00	88.23
615	Ag Trip			2,009.23	0.00	650.00	0.00	1,359.23
620	Art Fund			2,909.29	0.00	0.00	0.00	2,909.29

# Current Cash Balance

Sorted by Site ID, Reporting ID, Activity ID.  
From 05/01/2024 to 05/31/2024.

Site ID	Site Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
Rep ID	Reporting ID Name					
Activity ID	Activity Name					
630	Music	10,686.52	938.75	1,167.00	0.00	10,458.27
640	Flashlight	12,366.02	0.00	221.72	0.00	12,144.30
660	Industrial Arts	2,291.97	214.00	52.36	0.00	2,453.61
670	Student Purchases	0.00	0.00	0.00	0.00	0.00
690	Yearbook	1,579.88	0.00	0.00	840.00	2,419.88
800	Backpack Program	18,000.69	349.80	376.76	0.00	17,973.73
805	EPOCH	449.10	0.00	0.00	0.00	449.10
810	Flower Fund	105.45	0.00	0.00	0.00	105.45
820	Alumni Board	361.49	0.00	0.00	521.74	883.23
830	Library Fund	681.88	0.00	0.00	0.00	681.88
840	Cats Cafe	192.31	0.00	0.00	0.00	192.31
845	Striv	3,644.00	0.00	114.06	0.00	3,529.94
860	Teachers' Workroom	1,107.66	408.25	78.75	0.00	1,437.16
861	Elementary Workroom	412.85	0.00	31.50	0.00	381.35
870	Therapy Dog	516.45	0.00	0.00	0.00	516.45
880	Wildcat Food	12,516.85	512.69	1,091.31	-119.96	11,818.27
890	Wellness Grant	379.87	0.00	309.98	0.00	69.89
895	Grow Your Own	240.00	0.00	0.00	0.00	240.00
990	Interest	4,494.29	670.52	24.75	0.00	5,140.06
<b>Totals:</b>		<b>182,785.81</b>	<b>19,998.68</b>	<b>34,860.36</b>	<b>0.00</b>	<b>167,924.13</b>
<b>SPS Totals:</b>		<b>182,785.81</b>	<b>19,998.68</b>	<b>34,860.36</b>	<b>0.00</b>	<b>167,924.13</b>
<b>Report Totals:</b>		<b>182,785.81</b>	<b>19,998.68</b>	<b>34,860.36</b>	<b>0.00</b>	<b>167,924.13</b>

# Check Detail

Sorted by Activity ID, Site ID.  
From 05/01/2024 to 05/31/2024.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
100	Athletics					
SPS	Superior Public Schools					
035839 Printed	05/07/2024 05/07/2024	Adams Central High School	No	050224AC	Sharon Biltoft HS & MS Wrestling Fees 050224	100.00
035840 Printed	05/07/2024 05/07/2024	Centennial Public Schools	No	050224CHS	Sharon Biltoft MS Track fees 050224	120.00
035840 Printed	05/07/2024 05/07/2024	Centennial Public Schools	No	050224CHS	Sharon Biltoft Girls wrestling invite fees 050224	45.00
035841 Cleared	05/07/2024 05/31/2024	Crete Public Schools	No	050224CHS	Sharon Biltoft Girls wrestling fees 050224	75.00
035842 Cleared	05/07/2024 05/31/2024	Deshler Public Schools	No	050224DHS	Sharon Biltoft HS track fees 050224	150.00
035842 Cleared	05/07/2024 05/31/2024	Deshler Public Schools	No	050224DHS	Sharon Biltoft MS track fees 050224	125.00
035843 Cleared	05/07/2024 05/31/2024	Fairbury Public Schools	No	050224FHS	Sharon Biltoft Girls wrestling fees 050224	60.00
035844 Cleared	05/07/2024 05/31/2024	Fillmore Central High School	No	050224FCHS	Sharon Biltoft HS wrestling boys & girls fees 050224	245.00
035844 Cleared	05/07/2024 05/31/2024	Fillmore Central High School	No	050224FCHS	Sharon Biltoft HS track fees 050224	160.00
035845 Printed	05/07/2024 05/07/2024	Fort Kearney Conference	No	050224FKC	Sharon Biltoft FKC/TVC wrestling fees 050224	100.00
035846 Cleared	05/07/2024 05/31/2024	Franklin Public Schools	No	050224FHS	Sharon Biltoft HS girls & boys wrestling fees 050224	150.00
035847 Cleared	05/07/2024 05/31/2024	Harvard Public Schools	No	050224HPS	Sharon Biltoft HS wrestling fees 050224	125.00
035848 Cleared	05/07/2024 05/31/2024	Hastings Public Schools	No	050224HHS	Sharon Biltoft Bowling entry fees invite & dist 050224	310.00
035849 Cleared	05/07/2024 05/31/2024	Kenesaw Public Schools	No	050224KHS	Sharon Biltoft HS track fees 050224	150.00
035850 Cleared	05/07/2024 05/31/2024	Lawrence Nelson Public Schools	No	050224LN	Sharon Biltoft MS track fees 050224	100.00
035851 Cleared	05/07/2024 05/31/2024	Logan View Public Schools	No	050224LVHS	Sharon Biltoft HS wrestling fees 050224	150.00
035852 Cleared	05/07/2024 05/31/2024	Meridian Public Schools	No	050224MHS	Sharon Biltoft Wrestling fees 050224	150.00

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Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
100	Athletics					
SPS	Superior Public Schools					
035853 Cleared	05/07/2024 05/31/2024	Sandy Creek Schools	No	050224SCHS	Sharon Biltoft HS district track fees 050224	100.00
035853 Cleared	05/07/2024 05/31/2024	Sandy Creek Schools	No	050224SCHS	Sharon Biltoft HS track entry fees 050224	185.00
035853 Cleared	05/07/2024 05/31/2024	Sandy Creek Schools	No	050224SCHS	Sharon Biltoft MS wrestling fees 050224	100.00
035854 Cleared	05/07/2024 05/31/2024	Sutton Public Schools	No	050224SHS	Sharon Biltoft HS track fees 050224	160.00
035855 Printed	05/07/2024 05/07/2024	Thayer Central Community Schools	No	050224TCHS	Sharon Biltoft MS thayer central track fees 050224	150.00
035855 Printed	05/07/2024 05/07/2024	Thayer Central Community Schools	No	050224TCHS	Sharon Biltoft Golf invite fees 050224	120.00
035855 Printed	05/07/2024 05/07/2024	Thayer Central Community Schools	No	050224TCHS	Sharon Biltoft Wrestling boys & girls fees 050224	225.00
035856 Cleared	05/07/2024 05/31/2024	Wilcox-Hildreth Public School	No	050224WHHS	Sharon Biltoft HS track fees 050224	125.00
035857 Cleared	05/07/2024 05/31/2024	Wood River Schools	No	050224WRHS	Sharon Biltoft Wrestling fees 050224	125.00
035860 Cleared	05/07/2024 05/31/2024	Nebraska School Activities Association	No	050624NSAA	Sharon Biltoft 2024-2025 Planner 050624	5.00
035864 Cleared	05/13/2024 05/31/2024	Lawrence Nelson Public Schools	No	080924LN	Sharon Biltoft Quiz bowl entry fee 050924	100.00
035869 Printed	05/13/2024 05/13/2024	Grand Island Central Catholic	No	051224GICC	Sharon Biltoft Boys district golf fees 051224	165.00
035870 Cleared	05/13/2024 05/31/2024	Amazon Capital Services	No	1CR6-J6GJ-6JVH	Kim Williams trophy holders	121.15
035871 Cleared	05/13/2024 05/31/2024	Ideal Market	No	Apr 24 265	Kim Williams donuts	32.64
035871 Cleared	05/13/2024 05/31/2024	Ideal Market	No	Apr 24 1493	Kim Williams Athletic Banquet, concessions	25.74
035871 Cleared	05/13/2024 05/31/2024	Ideal Market	No	Apr 2024 1493	Kim Williams Athletic Banquet supplies	18.75
035871 Cleared	05/13/2024 05/31/2024	Ideal Market	No	Apr 24 #1493	Kim Williams Athletic Banquet supplies	67.19

# Check Detail

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From 05/01/2024 to 05/31/2024.

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<b>100</b>		<b>Athletics</b>					
SPS		Superior Public Schools					
035875 Cleared	05/13/2024 05/31/2024	Superior Pharmacy	No	523192		Kim Williams table covering	101.80
035877 Cleared	05/13/2024 05/31/2024	U.S. Bank	No	AABV7L7CAED B		Kim Williams DQ-SNC meeeting meal	29.72
035911 Printed	05/16/2024 05/16/2024	Shirt Shack	No	h16229		Sharon Bilstoft Plates for Hustle scholarship 051424	18.00
035913 Printed	05/16/2024 05/16/2024	rSchool Today	No	101289		Sharon Bilstoft RSchool activity scheduler 051024	300.00
035914 Cleared	05/16/2024 05/31/2024	BSN Sports LLC	No	925539324		Sharon Bilstoft VB uniforms r-w-b 051424	3,577.50
035927 Printed	05/28/2024 05/28/2024	Ryan Butler	Yes	052024RB		Sharon Bilstoft State practice round @ Columbus 052024	30.00
035928 Printed	05/28/2024 05/28/2024	Sarah Kirchhoff	No	367		Sharon Bilstoft Girls golf uniform 2024 season 052424	555.00
035929 Printed	05/29/2024 05/29/2024	BSN Sports LLC	No	925398648		Sharon Bilstoft All HS sports travel gear 052424	332.64
Total for SPS - Superior Public Schools:							9,085.13
Total for 100 - Athletics:							9,085.13

<b>120</b>		<b>Girls' Basketball</b>					
SPS		Superior Public Schools					
035877 Cleared	05/13/2024 05/31/2024	U.S. Bank	No	062424 GBB		Kim Williams UNL Summer GBB camp	420.08
035912 Printed	05/16/2024 05/16/2024	Centennial Girls Basketball	No	051424CGB		Sharon Bilstoft Centennial girls bball camp 051424	325.00
Total for SPS - Superior Public Schools:							745.08
Total for 120 - Girls' Basketball:							745.08

# Check Detail

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Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<hr/> <b>125</b> <b>Boys' Golf</b> <hr/>						
SPS      Superior Public Schools						
035925 Cleared	05/23/2024 05/31/2024	Ryan Butler	Yes	051724RB	Sharon Biltoft District practice round at GI 051724	27.90
035926 Printed	05/28/2024 05/28/2024	Kirk Utecht	Yes	052224KU	Sharon Biltoft Rain jacket, bug spray, bottle water 052224	39.74
Total for SPS - Superior Public Schools:						67.64
Total for 125 - Boys' Golf:						67.64
<hr/> <b>180</b> <b>Wrestling</b> <hr/>						
SPS      Superior Public Schools						
035867 Cleared	05/13/2024 05/31/2024	Seth Going	No	050924SG	Sharon Biltoft Reimb for hotel rooms 050924	436.90
<hr/> <b>320</b> <b>Community Service Club</b> <hr/>						
SPS      Superior Public Schools						
035874 Cleared	05/13/2024 05/31/2024	Linpepco-Hastings	No	Apr 24 69494	Kim Williams machine drinks	255.20
<hr/> <b>335</b> <b>FBLA</b> <hr/>						
SPS      Superior Public Schools						
035838 Cleared	05/06/2024 05/31/2024	Fairfield Inn and Suites-Kearney	No	434C400012669	Sharon Biltoft State hotel rooms FBLA 042324	1,249.50
035871 Cleared	05/13/2024 05/31/2024	Ideal Market	No	Apr 24 658	Kim Williams Banquet, end of year supplies	76.01
035877 Cleared	05/13/2024 05/31/2024	U.S. Bank	No	AAAQ6L62ACEXDQ	Kim Williams State Convention food	36.09
035877 Cleared	05/13/2024 05/31/2024	U.S. Bank	No	20470376	Kim Williams Mpix-JH Track pictures	117.29
035919 Printed	05/23/2024 05/23/2024	Kyalin Fullerton	No	051724KF	Sharon Biltoft FBLA/Red Cross scholarship 051724	250.00
Total for SPS - Superior Public Schools:						1,728.89
Total for 335 - FBLA:						1,728.89

# Check Detail

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From 05/01/2024 to 05/31/2024.

Activity ID Site ID	Activity Name Site Name	Check # Status	Issue Date Status Date	Vendor Name PO Number	1099? Invoice Number	Approved by Description	Amount
<b>345</b>		<b>FFA</b>					
SPS		Superior Public Schools					
035866 Cleared	05/13/2024 05/31/2024	University of Nebraska Lincoln	No	050824UNL	Sharon Biltoft	Contest registrations 050824	180.00
035871 Cleared	05/13/2024 05/31/2024	Ideal Market	No	Apr 24 1232	Kim Williams	Concessions, banquet supplies	174.01
035877 Cleared	05/13/2024 05/31/2024	U.S. Bank	No	040324 FFa	Kim Williams	Marriott-State Convention rooms	5,218.00
035877 Cleared	05/13/2024 05/31/2024	U.S. Bank	No	868645	Kim Williams	Round 1-Bowling	157.65
035924 Cleared	05/23/2024 05/31/2024	National FFA Organization	No	MDS325614	Sharon Biltoft	Banquet plaques 052024	573.00
Total for SPS - Superior Public Schools:							6,302.66
Total for 345 - FFA:							6,302.66

<b>350</b>		<b>Foreign Language</b>					
SPS		Superior Public Schools					
035877 Cleared	05/13/2024 05/31/2024	U.S. Bank	No	042324FL	Kim Williams	Las Canteras-senior class final	46.76
<b>365</b>		<b>Student Council</b>					
SPS		Superior Public Schools					
035871 Cleared	05/13/2024 05/31/2024	Ideal Market	No	Apr 24 1474	Kim Williams	breakfast supplies	67.61
035874 Cleared	05/13/2024 05/31/2024	Linpepco-Hastings	No	APr 24 60601	Kim Williams	machine drinks	33.60
035915 Cleared	05/23/2024 05/31/2024	Lunch Fund	No	051524LF	Sharon Biltoft	Treats for staff appreciation 051524	99.00
035916 Cleared	05/23/2024 05/31/2024	Melissa Schuster	No	4556653-2	Sharon Biltoft	Postage to mail military care package 051524	24.75
Total for SPS - Superior Public Schools:							224.96
Total for 365 - Student Council:							224.96

# Check Detail

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From 05/01/2024 to 05/31/2024.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<hr/> <b>370</b> <b>Dance Team</b> <hr/>						
SPS      Superior Public Schools						
035837 Printed	05/01/2024 05/01/2024	Robin Bargaen	No	042924RB	Sharon Biltoft Reimb for puffins 042924	45.00
035871 Cleared	05/13/2024 05/31/2024	Ideal Market	No	Apr 24 1234	Kim Williams concessions supplies	224.33
035871 Cleared	05/13/2024 05/31/2024	Ideal Market	No	Apr 2024 1234	Kim Williams concessions supplies	37.24
035908 Cleared	05/16/2024 05/31/2024	Wyhe's Choice Fundraising	No	124040711R2	Sharon Biltoft Puff pastries 051524	2,898.00
035921 Printed	05/23/2024 05/23/2024	National Dance Alliance	No	REG- 0011338902	Sharon Biltoft Dance camp 052024	2,174.00
Total for SPS - Superior Public Schools:						5,378.57
Total for 370 - Dance Team:						5,378.57

<hr/> <b>500</b> <b>Elementary K-5</b> <hr/>						
SPS      Superior Public Schools						
035870 Cleared	05/13/2024 05/31/2024	Amazon Capital Services	No	1QC4-J7DH- XDGQ	Kim Williams book, paint, paint supplies	145.40
035870 Cleared	05/13/2024 05/31/2024	Amazon Capital Services	No	1MX1-Q4VH- CC33	Kim Williams movies	28.95
035871 Cleared	05/13/2024 05/31/2024	Ideal Market	No	Apr 24 1227	Kim Williams donuts	23.92
035877 Cleared	05/13/2024 05/31/2024	U.S. Bank	No	016548	Kim Williams Sam's Cub-coffee	50.11
035920 Cleared	05/23/2024 05/31/2024	Abby Vogler	No	3282306777	Sharon Biltoft Candles for staff leaving 051724	38.76
Total for SPS - Superior Public Schools:						287.14
Total for 500 - Elementary K-5:						287.14

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From 05/01/2024 to 05/31/2024.

Activity ID Site ID	Activity Name Site Name	Vendor Name	Approved by	Amount
Check # Status	Issue Date Status Date	PO Number	1099? Invoice Number Description	

503 Kids' Club				
SPS Superior Public Schools				
035870 Cleared	05/13/2024 05/31/2024	Amazon Capital Services	No 1RTC-NDXD-LMMQ	Kim Williams Kids Club supplies 21.98
035870 Cleared	05/13/2024 05/31/2024	Amazon Capital Services	No 1WD7-DV9T-1N16	Kim Williams Kids Club supplies 18.69
035871 Cleared	05/13/2024 05/31/2024	Ideal Market	No Apr 2024 1227	Kim Williams Kids Club supplies 12.94
035871 Cleared	05/13/2024 05/31/2024	Ideal Market	No Apr 24 #1227	Kim Williams Kids Club supplies 15.11
Total for SPS - Superior Public Schools:				68.72
Total for 503 - Kids' Club:				68.72

505 Middle School				
SPS Superior Public Schools				
035870 Cleared	05/13/2024 05/31/2024	Amazon Capital Services	No 14J4-41KR-3QY9	Kim Williams MS dance supplies 39.45
035909 Cleared	05/16/2024 05/31/2024	Cora Schnakenberg	No 051024CS	Sharon Biltoft Photographer ms dance 051024 25.00
035910 Cleared	05/16/2024 05/31/2024	Lenden Worm	No 051024LW	Sharon Biltoft DJ MS dance 051024 200.00
Total for SPS - Superior Public Schools:				264.45
Total for 505 - Middle School:				264.45

510 Secondary				
SPS Superior Public Schools				
035873 Cleared	05/13/2024 05/31/2024	Kenny's Lumber & Farm Supply Inc	No 2404-071525	Kim Williams track restroom stalls 3,682.18

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Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<hr/> <b>511</b> <b>Secondary PBiS</b> <hr/>						
SPS	Superior Public Schools					
035859 Cleared	05/07/2024 05/31/2024	Audrey Parks	No	050324AP	Sharon Biltoft Cookies for seniors 050324	80.00
035871 Cleared	05/13/2024 05/31/2024	Ideal Market	No	Apr 24 1226	Kim Williams State testing snacks	64.36
Total for SPS - Superior Public Schools:						144.36
Total for 511 - Secondary PBiS:						144.36
<hr/> <b>524</b> <b>Class of 2024</b> <hr/>						
SPS	Superior Public Schools					
035863 Cleared	05/13/2024 05/31/2024	Brooke Bauer Photography	No	1967	Sharon Biltoft Pictures for graduation 050824	307.50
035868 Cleared	05/13/2024 05/31/2024	Jostens Inc	No	32370578 (less 224 CR)	Sharon Biltoft Caps, gowns, stoles, tassels 050824	811.67
035870 Cleared	05/13/2024 05/31/2024	Amazon Capital Services	No	1KQX-R6GX- 1Y9H	Kim Williams camera battery, charger, tassel	5.99
035918 Cleared	05/23/2024 05/31/2024	Main Street Floral	No	106052/1 & 106100/1	Sharon Biltoft Flowers for graduation 051724	654.50
Total for SPS - Superior Public Schools:						1,779.66
Total for 524 - Class of 2024:						1,779.66
<hr/> <b>525</b> <b>Class of 2025</b> <hr/>						
SPS	Superior Public Schools					
035858 Cleared	05/07/2024 05/31/2024	Superior Auditorium Community Center	No	050224SA	Sharon Biltoft Table & table cloth rentals prom 050224	156.00
<hr/> <b>533</b> <b>CLASS OF 2033</b> <hr/>						
SPS	Superior Public Schools					
035877 Cleared	05/13/2024 05/31/2024	U.S. Bank	No	742720040	Kim Williams Jiffy.com-t-shirts	87.87

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Activity ID	Activity Name				Approved by	
Site ID	Site Name	Vendor Name	1099?	Invoice Number	Description	Amount
Check #	Issue Date	PO Number				
Status	Status Date					
<hr/>						
615	Ag Trip					
<hr/>						
SPS	Superior Public Schools					
035922	05/23/2024	Maddi Bargaen			Sharon Biltoft	
Printed	05/23/2024		No	052024MB	Final trip payment reimbursement 052024	325.00
035923	05/23/2024	Halle Bargaen			Sharon Biltoft	
Cleared	05/31/2024		No	052024HB	Final trip payment reimbursement 052024	325.00
Total for SPS - Superior Public Schools:						650.00
Total for 615 - Ag Trip:						650.00

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From 05/01/2024 to 05/31/2024.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
630	Music					
SPS	Superior Public Schools					
035878 Cleared	05/16/2024 05/31/2024	Rebecca Fullerton	No	051624RF	Sharon Bilstoft Instrument/Uniform refund 051624	30.00
035879 Cleared	05/16/2024 05/31/2024	Chris Flaata	No	051624CF	Sharon Bilstoft Instrument/Uniform refund 051624	30.00
035880 Cleared	05/16/2024 05/31/2024	Charles Weber	No	051624CW	Sharon Bilstoft Instrument/Uniform refund 051624	30.00
035881 Cleared	05/16/2024 05/31/2024	Krista Tatro	No	051624KT	Sharon Bilstoft Instrument/Uniform refund 051624	30.00
035882 Cleared	05/16/2024 05/31/2024	Chelsea Kramp	No	051624CK	Sharon Bilstoft Instrument/Uniform refund 051624	45.00
035883 Printed	05/16/2024 05/16/2024	Haley Coffey	No	051624HC	Sharon Bilstoft Instrument/Uniform refund 051624	20.00
035884 Cleared	05/16/2024 05/31/2024	Matt Korb	No	051624MK	Sharon Bilstoft Instrument/Uniform refund 051624	30.00
035885 Printed	05/16/2024 05/16/2024	Destiny Ehlers	No	051624DE	Sharon Bilstoft Instrument/Uniform refund 051624	30.00
035886 Cleared	05/16/2024 05/31/2024	Ezekiel Sander	No	051624ES	Sharon Bilstoft Instrument/Uniform refund 051624	30.00
035887 Printed	05/16/2024 05/16/2024	Austin Karnatz	No	051624AK	Sharon Bilstoft Instrument/Uniform refund 051624	30.00
035888 Cleared	05/16/2024 05/31/2024	Melissa Woerner	No	051624MW	Sharon Bilstoft Instrument/Uniform refund 051624	30.00
035889 Printed	05/16/2024 05/16/2024	Kary Wattier	No	051624KW	Sharon Bilstoft Instrument/Uniform refund 051624	20.00
035890 Cleared	05/16/2024 05/31/2024	Sara Fuller	No	051624SF	Sharon Bilstoft Instrument/Uniform refund 051624	15.00
035891 Cleared	05/16/2024 05/31/2024	Suzanne Duncan	No	051624SD	Sharon Bilstoft Instrument/Uniform refund 051624	30.00
035892 Cleared	05/16/2024 05/31/2024	Michelle Streit	No	051624MS	Sharon Bilstoft Instrument/Uniform refund 051624	50.00
035893 Cleared	05/16/2024 05/31/2024	Barrett Bruns	No	051624BB	Sharon Bilstoft Instrument/Uniform refund 051624	15.00
035894 Cleared	05/16/2024 05/31/2024	Lacey Griffiths	No	051624LG	Sharon Bilstoft Instrument/Uniform refund 051624	15.00

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Status	Status Date	PO Number	1099?	Invoice Number	Description					Amount
630	Music									

035895	05/16/2024	Jennifer Eitzmann					Sharon Biltoft			
Printed	05/16/2024		No	051624JE	Instrument/Uniform refund 051624					45.00
035896	05/16/2024	Sam Wagoner					Sharon Biltoft			
Cleared	05/31/2024		No	051624SW	Instrument/Uniform refund 051624					45.00
035897	05/16/2024	Jenny McCord					Sharon Biltoft			
Printed	05/16/2024		No	051624JM	Instrument/Uniform refund 051624					25.00
035898	05/16/2024	Dusty Wulf					Sharon Biltoft			
Printed	05/16/2024		No	051624DW	Instrument/Uniform refund 051624					25.00

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630	Music					
SPS	Superior Public Schools					
035899 Printed	05/16/2024 05/16/2024	William Thompson	No	051624WT	Sharon Bilstoft Instrument/Uniform refund 051624	25.00
035900 Cleared	05/16/2024 05/31/2024	Kelly Everhart	No	051624KE	Sharon Bilstoft Instrument/Uniform refund 051624	30.00
035901 Printed	05/16/2024 05/16/2024	Jared Fullerton	No	051624JF	Sharon Bilstoft Instrument/Uniform refund 051624	15.00
035902 Printed	05/16/2024 05/16/2024	Angie Gardner	No	051624AG	Sharon Bilstoft Instrument/Uniform refund 051624	25.00
035903 Cleared	05/16/2024 05/31/2024	Amanda Schnakenberg	No	051624AS	Sharon Bilstoft Instrument/Uniform refund 051624	15.00
035904 Printed	05/16/2024 05/16/2024	John Ekstein	No	051624JE	Sharon Bilstoft Instrument/Uniform refund 051624	25.00
035905 Cleared	05/16/2024 05/31/2024	Hillary Grijalva	No	051624HG	Sharon Bilstoft Instrument/Uniform refund 051624	30.00
035906 Cleared	05/16/2024 05/31/2024	Deb Worm	No	051624DW	Sharon Bilstoft Instrument/Uniform refund 051624	15.00
035907 Cleared	05/16/2024 05/31/2024	Diane Littrell-Tate	No	051624DLT	Sharon Bilstoft Instrument/Uniform refund 051624	30.00
035917 Cleared	05/23/2024 05/31/2024	Kristene Boyles	No	051724KB	Sharon Bilstoft Trip reimbursement 051724	337.00
					Total for SPS - Superior Public Schools:	1,167.00
					Total for 630 - Music:	1,167.00

640	Flashlight					
SPS	Superior Public Schools					
035870 Cleared	05/13/2024 05/31/2024	Amazon Capital Services	No	1JHP-TWRN-KT1L	Kim Williams Award pins	57.75
035870 Cleared	05/13/2024 05/31/2024	Amazon Capital Services	No	1KQX-R6GX-1Y9H	Kim Williams camera battery, charger, tassel	23.97
035876 Cleared	05/13/2024 05/31/2024	Superior Publishing Co., Inc	No	04252024	Kim Williams Printing of Flashlights	140.00
					Total for SPS - Superior Public Schools:	221.72
					Total for 640 - Flashlight:	221.72

# Check Detail

Sorted by Activity ID, Site ID.  
From 05/01/2024 to 05/31/2024.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<hr/> <b>660 Industrial Arts</b> <hr/>						
SPS	Superior Public Schools					
035870 Cleared	05/13/2024 05/31/2024	Amazon Capital Services	No	19H6-FFQL-11W3	Kim Williams sanding discs	52.36
<hr/> <b>800 Backpack Program</b> <hr/>						
SPS	Superior Public Schools					
035871 Cleared	05/13/2024 05/31/2024	Ideal Market	No	Apr 24 1245	Kim Williams Backpack food vouchers	376.76
<hr/> <b>845 Striv</b> <hr/>						
SPS	Superior Public Schools					
035862 Cleared	05/13/2024 05/31/2024	Sarah Kirchhoff	No	370	Sharon Biltoft Striv chairs for auction donation 050824	24.00
035870 Cleared	05/13/2024 05/31/2024	Amazon Capital Services	No	1MY3-XK9K-PT4T	Kim Williams stadium seats	90.06
Total for SPS - Superior Public Schools:						114.06
Total for 845 - Striv:						114.06
<hr/> <b>860 Teachers' Workroom</b> <hr/>						
SPS	Superior Public Schools					
035874 Cleared	05/13/2024 05/31/2024	Linpepco-Hastings	No	Apr 24 61105	Kim Williams machine drinks	78.75
<hr/> <b>861 Elementary Workroom</b> <hr/>						
SPS	Superior Public Schools					
035874 Cleared	05/13/2024 05/31/2024	Linpepco-Hastings	No	Apr 24 60871	Kim Williams machine drinks	31.50

# Check Detail

Sorted by Activity ID, Site ID.  
From 05/01/2024 to 05/31/2024.

Activity ID Site ID Check # Status	Activity Name Site Name Issue Date Status Date	Vendor Name PO Number	1099?	Invoice Number	Approved by Description	Amount
<b>880 Wildcat Food</b>						
SPS Superior Public Schools						
035861 Cleared	05/10/2024 05/31/2024	Canon Corman	No	050724CC	Sharon Biltoft SYAA track concessions 042824	675.85
035865 Cleared	05/13/2024 05/31/2024	Cash-Wa Distributing	No	14183997	Sharon Biltoft Candy, chips, cheese 050924	375.18
035871 Cleared	05/13/2024 05/31/2024	Ideal Market	No	Apr 2024 265	Kim Williams forks	4.58
035930 Printed	05/29/2024 05/29/2024	Linpepco-Hastings	No	May2460832	Sharon Biltoft Concession drinks 052824	35.70
Total for SPS - Superior Public Schools:						1,091.31
Total for 880 - Wildcat Food:						1,091.31
<b>890 Wellness Grant</b>						
SPS Superior Public Schools						
035870 Cleared	05/13/2024 05/31/2024	Amazon Capital Services	No	1VF9-CTMR- XR4C	Kim Williams ice machine	309.98
<b>990 Interest</b>						
SPS Superior Public Schools						
035877 Cleared	05/13/2024 05/31/2024	U.S. Bank	No	4529975-2	Kim Williams USPS-postage	24.75
<b>Grand Total :</b>						<b>34,860.36</b>

# Superior Public Schools

## May 2024 Revenue Budget Report

Account Code	Description	May 2024 Receipts	2023-2024 Budget	Actual (YTD)	Available (YTD)	% of Budget Received
01-1-01100-000-000	Local Property Taxes	(\$1,251,085.11)	(\$5,570,000.00)	(\$4,539,409.17)	(\$1,030,590.83)	81.49
01-1-01115-000-000	Carlina Tax	(\$3,398.68)	(\$2,000.00)	(\$4,074.85)	\$2,074.85	203.74
01-1-01120-000-000	Pub Power 5% Gross	\$0.00	(\$5,500.00)	(\$8,843.71)	\$3,343.71	160.79
01-1-01125-000-000	Motor Vehicle Taxes	(\$16,508.39)	(\$200,000.00)	(\$206,940.32)	\$6,940.32	103.47
01-1-01140-000-000	Pen/Int on Delinquent Taxes	(\$69.21)	(\$9,504.00)	(\$9,811.97)	\$307.97	103.24
01-1-01331-000-000	Tuition Otr Dist Reg Ed	\$0.00	(\$45,750.00)	(\$31,000.00)	(\$14,750.00)	67.75
01-1-01510-000-000	Interest	(\$5,203.64)	(\$11,000.00)	(\$28,238.85)	\$17,238.85	256.71
01-1-01911-000-000	Local License Fees	\$0.00	(\$1,000.00)	(\$2,985.00)	\$1,985.00	298.50
01-1-01920-000-000	Donations	(\$1,500.00)	\$0.00	(\$11,500.00)	\$11,500.00	0.00
01-1-01921-000-000	City Police Court Fines	\$0.00	(\$500.00)	(\$25.00)	(\$475.00)	5.00
01-1-01925-000-000	United Way PLEC grant	\$0.00	(\$2,000.00)	\$0.00	(\$2,000.00)	0.00
01-1-01955-000-000	Postsecondary Receipts	\$0.00	\$0.00	(\$630.00)	\$630.00	0.00
01-1-01990-000-000	Other Local Receipts	\$0.00	(\$12,500.00)	(\$2,664.00)	(\$9,836.00)	21.31
01-1-02110-000-000	Co Fines & License Fees	(\$857.06)	(\$11,000.00)	(\$20,731.95)	\$9,731.95	188.47
01-1-02210-000-000	ESU Receipts	\$0.00	(\$100.00)	(\$1,859.24)	\$1,759.24	1,859.24
01-1-03110-000-000	State Aid	(\$89,526.00)	(\$895,264.00)	(\$805,734.00)	(\$89,530.00)	89.99
01-1-03120-000-000	Sped - School Age	(\$127,609.00)	(\$408,000.00)	(\$761,724.00)	\$353,724.00	186.69
01-1-03125-000-000	Sped Transport - SA	\$0.00	(\$15,000.00)	\$0.00	(\$15,000.00)	0.00
01-1-03130-000-000	Homestead Exemption	(\$13,354.62)	(\$90,000.00)	(\$40,063.86)	(\$49,936.14)	44.51
01-1-03131-000-000	Property Tax Credit	(\$198,669.06)	(\$100,000.00)	(\$397,338.12)	\$297,338.12	397.33
01-1-03133-000-000	Nameplate Capacity	(\$2,205.70)	\$0.00	(\$2,205.70)	\$2,205.70	0.00
01-1-03180-000-000	Pro-Rate Motor Vehicle	(\$6.69)	(\$6,000.00)	(\$9,472.72)	\$3,472.72	157.87
01-1-03400-000-000	State Apportionment	\$0.00	(\$66,000.00)	(\$78,640.71)	\$12,640.71	119.15
01-1-03535-000-000	High Ability Learners	\$0.00	(\$3,000.00)	\$0.00	(\$3,000.00)	0.00
01-1-03551-000-000	State CTE	\$0.00	\$0.00	(\$7,500.00)	\$7,500.00	0.00
01-1-03570-000-000	Teach Eval Grant	\$0.00	(\$9,500.00)	\$0.00	(\$9,500.00)	0.00
01-1-03990-000-000	Other State Receipts	\$0.00	\$0.00	(\$290.20)	\$290.20	0.00
01-1-04105-000-000	eRate Funding	\$0.00	(\$40,000.00)	(\$30,342.35)	(\$9,657.65)	75.85
01-1-04310-000-000	REAP	(\$10,016.10)	\$0.00	(\$28,039.10)	\$28,039.10	0.00
01-1-04505-000-000	Title I	\$0.00	(\$95,000.00)	\$0.00	(\$95,000.00)	0.00
01-1-04509-000-000	Title II A	\$0.00	(\$15,000.00)	\$0.00	(\$15,000.00)	0.00
01-1-04516-000-000	IDEA Presc (619) Base, E/P	\$0.00	(\$4,125.00)	\$0.00	(\$4,125.00)	0.00
01-1-04518-000-000	IDEA Part B (611) Base, E/P	\$0.00	(\$108,565.00)	(\$57,213.00)	(\$51,352.00)	52.69
01-1-04525-000-000	Fed Voc (Carl Perkins)	\$0.00	(\$80.00)	\$0.00	(\$80.00)	0.00
01-1-04531-000-000	Title IV, Part B, 21st Century	(\$24,876.00)	(\$50,000.00)	(\$51,780.00)	\$1,780.00	103.56
01-1-04708-000-000	MIPS	\$0.00	(\$16,000.00)	(\$19,362.98)	\$3,362.98	121.01
01-1-04709-000-000	MAAPS	\$0.00	(\$10,000.00)	(\$7,684.26)	(\$2,315.74)	76.84
01-1-04998-000-000	ESSER III	\$0.00	(\$81,806.00)	(\$50,540.00)	(\$31,266.00)	61.78
01-1-05301-000-000	Insurance Adjustments	\$0.00	(\$2,000.00)	(\$5,725.18)	\$3,725.18	286.25

<b>Subtotal 01 - General Fund</b>		<b>(\$1,744,885.26)</b>	<b>(\$7,886,194.00)</b>	<b>(\$7,222,370.24)</b>	<b>(\$663,823.76)</b>	<b>91.58</b>
02-1-01510-000-000	Interest	(\$178.64)	\$0.00	(\$1,741.58)	\$1,741.58	0.00
<b>Subtotal 02 - Depreciation Fund</b>		<b>(\$178.64)</b>	<b>\$0.00</b>	<b>(\$1,741.58)</b>	<b>\$1,741.58</b>	<b>0.00</b>
03-1-01510-000-000	Interest On Account	(\$0.29)	\$0.00	(\$4.95)	\$4.95	0.00
03-1-05200-000-000	General Fund Transfers	\$0.00	(\$20,000.00)	\$0.00	(\$20,000.00)	0.00
<b>Subtotal 03 - Employee Benefit Fund</b>		<b>(\$0.29)</b>	<b>(\$20,000.00)</b>	<b>(\$4.95)</b>	<b>(\$19,995.05)</b>	<b>0.02</b>
06-1-01510-000-000	Interest On Account	(\$6.27)	(\$40.00)	(\$45.20)	\$5.20	113.00
06-1-01620-000-000	Extra Items (A La Carte)	(\$1,995.25)	(\$105,600.00)	(\$24,580.15)	(\$81,019.85)	23.27
06-1-01630-000-000	Special Function Sales	(\$99.00)	\$0.00	(\$4,296.08)	\$4,296.08	0.00
06-1-01990-000-000	Other Local (Misc)	(\$76.88)	\$0.00	(\$632.05)	\$632.05	0.00
06-1-03150-000-000	State Lunch Reimb	\$0.00	(\$950.00)	\$0.00	(\$950.00)	0.00
06-1-04210-000-000	Federal Reimbursement	(\$24,250.91)	(\$250,000.00)	(\$197,888.35)	(\$52,111.65)	79.15
06-1-05200-000-000	General Fund Transfer	\$0.00	(\$20,000.00)	(\$90,000.00)	\$70,000.00	450.00
06-1-05300-000-000	SALE OF PROPERTY	\$0.00	\$0.00	(\$220.00)	\$220.00	0.00
<b>Subtotal 06 - School Nutrition Fund</b>		<b>(\$26,428.31)</b>	<b>(\$376,590.00)</b>	<b>(\$317,661.83)</b>	<b>(\$58,928.17)</b>	<b>84.35</b>
07-1-01100-000-000	Property Tax	(\$125,790.18)	(\$560,000.00)	(\$478,067.45)	(\$81,932.55)	85.36
07-1-01115-000-000	Carline Tax	(\$341.70)	(\$360.00)	(\$419.67)	\$59.67	116.57
07-1-01120-000-000	Pub Power 5% Gross	\$0.00	\$0.00	(\$796.38)	\$796.38	0.00
07-1-01140-000-000	Pen/Int on Delinquent Taxes	(\$7.99)	(\$800.00)	(\$1,127.91)	\$327.91	140.98
07-1-01510-000-000	Interest	(\$1,430.08)	(\$6,000.00)	(\$11,581.77)	\$5,581.77	193.02
07-1-03130-000-000	Homestead Exemption	(\$1,342.66)	\$0.00	(\$4,027.98)	\$4,027.98	0.00
07-1-03131-000-000	Prop Tax Credit	(\$19,973.90)	\$0.00	(\$39,947.80)	\$39,947.80	0.00
07-1-03133-000-000	Nameplate Capacity	(\$221.76)	\$0.00	(\$221.76)	\$221.76	0.00
07-1-03180-000-000	Pro Rate MV	(\$0.25)	(\$1,000.00)	(\$973.93)	(\$26.07)	97.39
<b>Subtotal 07 - Bond Fund</b>		<b>(\$149,108.52)</b>	<b>(\$568,160.00)</b>	<b>(\$537,164.65)</b>	<b>(\$30,995.35)</b>	<b>94.54</b>
08-1-01100-000-000	Property Tax	(\$49,451.04)	(\$220,000.00)	(\$263,793.23)	\$43,793.23	119.90
08-1-01115-000-000	Carline Tax	(\$134.24)	\$0.00	(\$199.82)	\$199.82	0.00
08-1-01120-000-000	Pub Power 5% Gross	\$0.00	\$0.00	(\$312.86)	\$312.86	0.00
08-1-01140-000-000	Pen/Int on Delinquent Taxes	(\$6.71)	\$0.00	(\$972.75)	\$972.75	0.00
08-1-01510-000-000	Interest	(\$77.95)	\$0.00	(\$3,654.46)	\$3,654.46	0.00
08-1-03130-000-000	Homestead Exempt	(\$527.47)	\$0.00	(\$1,582.41)	\$1,582.41	0.00
08-1-03131-000-000	Prop Tax Credit	(\$7,846.89)	\$0.00	(\$15,693.78)	\$15,693.78	0.00
08-1-03133-000-000	Nameplate Capacity	(\$87.12)	\$0.00	(\$87.12)	\$87.12	0.00
08-1-03180-000-000	Pro Rate MV	(\$0.26)	\$0.00	(\$459.68)	\$459.68	0.00

<b>Subtotal 08 - Special Building Fund</b>		<b>(\$58,131.68)</b>	<b>(\$220,000.00)</b>	<b>(\$286,756.11)</b>	<b>\$66,756.11</b>	<b>130.34</b>
09-1-01100-000-000	Property Tax	(\$35,940.55)	(\$160,000.00)	(\$135,588.99)	(\$24,411.01)	84.74
09-1-01115-000-000	Carline Tax	(\$97.63)	(\$85.00)	(\$119.48)	\$34.48	140.56
09-1-01140-000-000	Pen/Int on Delinquent Taxes	(\$2.24)	\$0.00	(\$275.19)	\$275.19	0.00
09-1-01510-000-000	Interest	(\$91.17)	(\$300.00)	(\$532.31)	\$232.31	177.43
09-1-03130-000-000	Homestead	(\$383.62)	\$0.00	(\$1,150.86)	\$1,150.86	0.00
09-1-03131-000-000	Prop Tax Credit	(\$5,706.74)	\$0.00	(\$11,413.48)	\$11,413.48	0.00
09-1-03133-000-000	Nameplate Capacity Tax	(\$63.36)	\$0.00	(\$63.36)	\$63.36	0.00
09-1-03180-000-000	Pro Rate MV	(\$0.19)	(\$225.00)	(\$277.47)	\$52.47	123.32
09-1-09003-000-000	Interfund Loan from Building Fund	\$0.00	\$0.00	(\$50,000.00)	\$50,000.00	0.00
<b>Subtotal 09 - QCPUF Fund</b>		<b>(\$42,285.50)</b>	<b>(\$160,610.00)</b>	<b>(\$199,421.14)</b>	<b>\$38,811.14</b>	<b>124.16</b>
<b>Grand Total</b>		<b>(\$2,021,018.20)</b>	<b>(\$9,231,554.00)</b>	<b>(\$8,565,120.50)</b>	<b>(\$666,433.50)</b>	<b>92.78</b>

# Superior Public Schools

## May 2024 Expense Budget Report

FUND	FUNCTION	May 2024 Expenditures	2023-2024 Budget	Actuals (YTD)	Available	% of Budget Spent
01 - General Fund	01100 - Regular Instruction	\$214,978.96	\$3,193,377.00	\$1,935,248.64	\$1,258,128.36	60.60
01 - General Fund	01125 - Academic Intervention (Flex-Spending)	\$662.94	\$5,800.00	\$4,903.34	\$896.66	84.54
01 - General Fund	01150 - Limited English Proficiency	\$464.00	\$6,300.00	\$4,176.03	\$2,123.97	66.29
01 - General Fund	01160 - Poverty Programs	\$24,195.97	\$302,000.00	\$218,434.58	\$83,565.42	72.33
01 - General Fund	01200 - Special Education - School Age	\$73,385.27	\$1,052,400.00	\$706,247.22	\$346,152.78	67.11
01 - General Fund	01291 - Special Education - Ages 3-5	\$15,619.17	\$207,200.00	\$139,523.93	\$67,676.07	67.34
01 - General Fund	01292 - Special Education - Ages 0-2	\$2,457.71	\$75,600.00	\$24,636.00	\$50,964.00	32.59
01 - General Fund	01300 - Summer School	\$0.00	\$26,000.00	\$0.00	\$26,000.00	0.00
01 - General Fund	02110 - Attendance/Social Work Services	\$0.00	\$10,000.00	\$5,967.27	\$4,032.73	59.67
01 - General Fund	02120 - Guidance Services	\$13,026.59	\$141,300.00	\$100,811.41	\$40,488.59	71.35
01 - General Fund	02130 - Health Services	\$615.85	\$16,700.00	\$9,310.28	\$7,389.72	55.75
01 - General Fund	02140 - Psychological Services	\$727.42	\$19,500.00	\$38,712.74	(\$19,212.74)	198.53
01 - General Fund	02141 - Psychological Services - School Age	\$7,791.68	\$67,000.00	\$47,137.08	\$19,862.92	70.35
01 - General Fund	02142 - Psychological Services - Ages 3-5	\$0.00	\$4,000.00	\$984.08	\$3,015.92	24.60
01 - General Fund	02143 - Psychological Services - Ages 0-2	\$225.68	\$2,000.00	\$733.68	\$1,266.32	36.68
01 - General Fund	02151 - Speech Path and Deaf Ed - School Age	\$17,172.91	\$192,550.00	\$148,653.55	\$43,896.45	77.20
01 - General Fund	02152 - Speech Path and Deaf Ed - Ages 3-5	\$3,051.84	\$38,000.00	\$27,466.56	\$10,533.44	72.28
01 - General Fund	02153 - Speech Path and Deaf Ed - Ages 0-2	\$2,501.00	\$22,500.00	\$20,997.00	\$1,503.00	93.32
01 - General Fund	02161 - Occupational Therapy- School Age	\$0.00	\$22,000.00	\$17,586.79	\$4,413.21	79.94
01 - General Fund	02162 - Occupational Therapy - Ages 3-5	\$0.00	\$8,000.00	\$10,187.82	(\$2,187.82)	127.35
01 - General Fund	02163 - Occupational Therapy-Ages 0-2	\$0.00	\$4,000.00	\$6,305.37	(\$2,305.37)	157.63
01 - General Fund	02171 - Physical Therapy - School Age	\$1,640.25	\$13,000.00	\$12,291.75	\$708.25	94.55
01 - General Fund	02172 - Physical Therapy-Ages 3-5	\$668.25	\$4,000.00	\$3,339.25	\$660.75	83.48
01 - General Fund	02173 - Physical Therapy-Ages 0-2	\$263.25	\$2,000.00	\$2,929.75	(\$929.75)	146.49
01 - General Fund	02181 - Vision Services - School Age	\$500.00	\$2,800.00	\$4,562.50	(\$1,762.50)	162.95
01 - General Fund	02183 - Vision Services - Ages 0-2	\$187.50	\$0.00	\$1,375.00	(\$1,375.00)	
01 - General Fund	02190 - Student Activities	\$3,599.98	\$24,000.00	\$25,940.64	(\$1,940.64)	108.09
01 - General Fund	02212 - Instruction/Curriculum Development	\$2,700.00	\$46,500.00	\$5,400.00	\$41,100.00	11.61
01 - General Fund	02213 - Instructional Staff Training	\$170.00	\$14,000.00	\$1,820.00	\$12,180.00	13.00
01 - General Fund	02220 - Library/Media Services	\$11,277.00	\$158,300.00	\$102,148.39	\$56,151.61	64.53
01 - General Fund	02224 - Educational Television Services	\$318.33	\$5,000.00	\$2,767.61	\$2,232.39	55.35
01 - General Fund	02230 - Instruction-Related Technology	\$8,574.96	\$198,600.00	\$123,713.33	\$74,886.67	62.29
01 - General Fund	02240 - Academic Student Assessment	\$15,000.00	\$1,500.00	\$15,685.69	(\$14,185.69)	1,045.71
01 - General Fund	02310 - Board of Education	\$183.95	\$35,000.00	\$28,601.99	\$6,398.01	81.72
01 - General Fund	02320 - Superintendent	\$19,255.41	\$242,550.00	\$176,941.91	\$65,608.09	72.95
01 - General Fund	02330 - District Legal Services	\$468.00	\$15,000.00	\$8,397.00	\$6,603.00	55.98
01 - General Fund	02410 - Principal	\$24,746.12	\$405,200.00	\$274,006.48	\$131,193.52	67.62
01 - General Fund	02490 - School Administration Other	\$6,695.39	\$87,500.00	\$60,264.80	\$27,235.20	68.87
01 - General Fund	02510 - Business Office	\$13,568.32	\$200,000.00	\$139,335.15	\$60,664.85	69.67

01 - General Fund	02570 - Personnel Services	\$0.00	\$6,000.00	\$0.00	\$6,000.00	0.00
01 - General Fund	02610 - Custodial	\$25,128.33	\$409,500.00	\$282,116.24	\$127,383.76	68.89
01 - General Fund	02620 - Building Maintenance	\$11,887.51	\$356,400.00	\$113,864.90	\$242,535.10	31.95
01 - General Fund	02630 - Grounds Maintenance	\$3,617.55	\$63,000.00	\$16,331.42	\$46,668.58	25.92
01 - General Fund	02650 - Non-Pupil Vehicle	\$85.54	\$12,000.00	\$3,469.05	\$8,530.95	28.91
01 - General Fund	02660 - Security	\$180.00	\$10,000.00	\$9,042.86	\$957.14	90.43
01 - General Fund	02670 - Safety	\$237.00	\$8,000.00	\$1,501.17	\$6,498.83	18.76
01 - General Fund	02710 - Regular Transportation	\$17,937.60	\$289,000.00	\$156,710.15	\$132,289.85	54.22
01 - General Fund	02712 - School Age SPED Transportation	\$4,620.14	\$50,300.00	\$35,072.71	\$15,227.29	69.73
01 - General Fund	02713 - Preschool Transportation	\$2,838.19	\$37,500.00	\$24,752.53	\$12,747.47	66.01
01 - General Fund	02730 - Regular Vehicle Maintenance	\$183.58	\$29,000.00	\$24,432.62	\$4,567.38	84.25
01 - General Fund	02732 - School Age SPED Vehicle Maintenance	\$65.00	\$11,500.00	\$2,494.34	\$9,005.66	21.69
01 - General Fund	02733 - Preschool Vehicle Maintenance	\$0.00	\$5,000.00	\$978.60	\$4,021.40	19.57
01 - General Fund	02900 - Other Support Services	\$0.00	\$0.00	\$8,850.00	(\$8,850.00)	
01 - General Fund	03300 - Community Services Operations	\$0.00	\$0.00	\$157.93	(\$157.93)	
01 - General Fund	03535 - High Ability Learners	\$364.67	\$41,750.00	\$7,876.30	\$33,873.70	18.87
01 - General Fund	03551 - Career Education	\$7,488.96	\$0.00	\$7,488.96	(\$7,488.96)	
01 - General Fund	06200 - Title IA	\$9,675.44	\$94,150.00	\$87,252.43	\$6,897.57	92.67
01 - General Fund	06310 - Title IIA	\$0.00	\$15,689.00	\$14,869.00	\$820.00	94.77
01 - General Fund	06406 - IDEA Preschool (619) Base Allocation	\$156.00	\$4,125.00	\$2,186.00	\$1,939.00	52.99
01 - General Fund	06408 - IDEA Part B (611)	\$9,489.63	\$108,565.00	\$85,406.67	\$23,158.33	78.67
01 - General Fund	06968 - 21st Century Learning	\$5,591.91	\$50,000.00	\$52,434.05	(\$2,434.05)	104.87
01 - General Fund	06992 - REAP	\$10,015.20	\$30,000.00	\$28,039.10	\$1,960.90	93.46
01 - General Fund	06998 - ESSER III	\$10,834.24	\$82,000.00	\$72,278.26	\$9,721.74	88.14
01 - General Fund	08000 - Transfers (Outgoing)	\$0.00	\$95,000.00	\$108,000.00	(\$13,000.00)	113.68
<b>Subtotal 01 - General Fund</b>		<b>\$607,090.19</b>	<b>\$8,679,656.00</b>	<b>\$5,603,149.90</b>	<b>\$3,076,506.10</b>	<b>64.55%</b>
02 - Depreciation Fund	02900 - Other Support Services	\$0.00	\$494,017.00	\$87,334.34	\$406,682.66	17.68
<b>Subtotal 02 - Depreciation Fund</b>		<b>\$0.00</b>	<b>\$494,017.00</b>	<b>\$87,334.34</b>	<b>\$406,682.66</b>	<b>17.68%</b>
03 - Employee Benefit Fund	02900 - Other Support Services	\$0.00	\$66,459.00	\$4,144.98	\$62,314.02	6.24
<b>Subtotal 03 - Employee Benefit</b>		<b>\$0.00</b>	<b>\$66,459.00</b>	<b>\$4,144.98</b>	<b>\$62,314.02</b>	<b>6.24%</b>
06 - School Nutrition Fund	03100 - Food Services Operations	\$33,395.83	\$421,653.00	\$295,773.19	\$125,879.81	70.15
<b>Subtotal 06 - School Nutrition Fund</b>		<b>\$33,395.83</b>	<b>\$421,653.00</b>	<b>\$295,773.19</b>	<b>\$125,879.81</b>	<b>70.15%</b>
07 - Bond Fund	05000 - Debt Service	\$0.00	\$1,207,791.00	\$483,431.25	\$724,359.75	40.03
<b>Subtotal 07 - Bond Fund</b>		<b>\$0.00</b>	<b>\$1,207,791.00</b>	<b>\$483,431.25</b>	<b>\$724,359.75</b>	<b>40.03%</b>
08 - Special Building Fund	02620 - Building Maintenance	\$0.00	\$50,000.00	\$0.00	\$50,000.00	0.00
08 - Special Building Fund	04700 - Building Improvements	\$0.00	\$1,316,720.00	\$542,336.08	\$774,383.92	41.19
08 - Special Building Fund	05000 - Debt Service	\$0.00	\$129,000.00	\$124,777.50	\$4,222.50	96.73
08 - Special Building Fund	09003 - Interfund Loan	\$0.00	\$0.00	\$50,000.00	(\$50,000.00)	
<b>Subtotal 08 - Special Building Fund</b>		<b>\$0.00</b>	<b>\$1,495,720.00</b>	<b>\$717,113.58</b>	<b>\$778,606.42</b>	<b>47.94%</b>
09 - QCPUF Fund	04500 - Building Acquisition and Construction	\$0.00	\$97,876.00	\$0.00	\$97,876.00	0.00
09 - QCPUF Fund	05000 - Debt Service	\$0.00	\$147,700.00	\$141,678.75	\$6,021.25	95.92
<b>Subtotal 09 - QCPUF Fund</b>		<b>\$0.00</b>	<b>\$245,576.00</b>	<b>\$141,678.75</b>	<b>\$103,897.25</b>	<b>57.69%</b>
<b>Grand Total</b>		<b>\$640,486.02</b>	<b>\$12,610,872.00</b>	<b>\$7,332,625.99</b>	<b>\$5,278,246.01</b>	<b>58.15%</b>

# Superior Public Schools

## June 2024 Checks for Payment Listing Report

Payee	Description	Amount
Alexander Motors, Inc	PALLS Van 8 service	\$106.51
Alexander Motors, Inc	PALLS Van 8 inspection	\$37.20
Alexander Motors, Inc	PALLS Van 7 inspection	\$37.20
Alexander Motors, Inc	SPED Bus 17 inspection	\$37.20
Alexander Motors, Inc	18 reg trans vehicle inspections	\$669.60
Amazon Capital Services	Schoof supplies	\$56.85
Amazon Capital Services	Christiancy supplies	\$22.49
Amazon Capital Services	Blackstone supplies	\$125.14
Amazon Capital Services	maintenance supplies	\$244.18
Amazon Capital Services	Fynbu supplies	\$32.49
Amazon Capital Services	office supplies	\$26.86
Amazon Capital Services	Vetter supplies	\$9.99
Amazon Capital Services	Schoof supplies	\$89.68
Amazon Capital Services	Grube supplies	\$379.02
Amazon Capital Services	Biltoft supplies	\$71.03
Amazon Capital Services	Grade 3 books	\$202.66
Amazon Capital Services	Parks supplies	\$11.85
Amazon Capital Services	PK supplies	\$179.00
Amazon Capital Services	S Corman monitor	\$109.00
Amazon Capital Services	Secondary supplies	\$106.60
Amazon Capital Services	Tietjen-PK supplies	\$579.69
Amazon Capital Services	ESSER III-Mental Health Grant-iPad cases	\$562.63
Amazon Capital Services	docking station	\$136.99
Amazon Capital Services	White supplies	\$285.03
Amazon Capital Services	Smith-PK supplies	\$514.15
Amazon Capital Services	Jameson supplies	\$196.46
Amazon Capital Services	Rothchild supplies	\$583.51
Amazon Capital Services	Baker supplies	\$38.95
Amazon Capital Services	Rothchild supplies	\$37.98
Amazon Capital Services	Fynbu supplies	\$247.95
Amazon Capital Services	Pressure washer	\$287.98
Amazon Capital Services	Williams Vogler supplies	\$16.80
Amazon Capital Services	Vogler supplies	\$598.00
Amazon Capital Services	Roach supplies	\$229.75
Amazon Capital Services	Vetter supplies	\$62.98
Amazon Capital Services	Trumble supplies	\$16.34
Amazon Capital Services	PK supplies	\$9.99
Amazon Capital Services	Baker supplies	\$312.28
Amazon Capital Services	Grube supplies	\$32.49
Amazon Capital Services	J Utecht supplies	\$278.35
Amazon Capital Services	Schuster supplies	\$35.68
Aperture Education	K-8 DESSA	\$2,341.75
Apple Inc.	ESSER III-Mental Health Grant-iPads	\$2,093.00
Apptegy, Inc	2024-2025 Social Media contract	\$7,882.00
ASK Supply Company	floor refinishing supplies	\$1,395.53
B-Green Lawn Care	Elementary-Application 1	\$875.00
B-Green Lawn Care	FB field-Application 1	\$575.00
B-Green Lawn Care	FB practice field-Application 1	\$725.00
Bomgaars Supply	maintenance supplies	\$149.80
Brodstone Healthcare	driver drug/alcohol screens	\$172.00
Brodstone Healthcare	May 24 LMHP-ESSER III Mental Health Project	\$1,804.20
Brodstone Healthcare	May 2024 PT services	\$1,154.25
Central Community College	Spring tuition-16 students	\$2,697.00

City of Superior	Burn pit access key	\$150.00
Cody Fierstein	cell phone stipend	\$50.00
Communications Engineering Inc	Access Control upgrade payment #1	\$13,924.00
Communications Engineering Inc	Access Control upgrade locker rooms	\$2,112.00
Curriculum Leadership Institute	mileage, lodging, per diem	\$746.30
Educational Service Unit #9	Apr 2024 BAF Psych services	\$2,222.64
Educational Service Unit #9	Apr 2024 BAF SLP services	\$2,268.00
Educational Service Unit #9	Apr 2024 BAF Vision services	\$312.50
Educational Service Unit #9	Apr 2024 deaf educator	\$72.50
Educational Service Unit #9	Apr 24 LMHP services-ESSER III Mental Health Project	\$1,727.16
Educational Service Unit #9	Apr 2024 SA Psych services	\$11,720.52
Educational Service Unit #9	Apr 2024 SA SLP services	\$3,797.28
Educational Service Unit #9	April 2024 Vision services	\$1,000.00
ExploreLearning	2024-25 subscription	\$920.00
FacilityONE	2024-25 Event Manager	\$2,550.00
Generation Genius, Inc	2024-2027 Science Subscription (3 years)	\$2,537.00
Glenwood Telecommunications	June 2024 internet services	\$235.95
Glenwood Telecommunications	June 2024 landline service	\$193.10
Grand Island Chamber of Commerce	Harvest of Harmony registration	\$150.00
Hastings Public Schools	Sem 2 Life Skills tuition-2 students	\$43,000.00
HireRight, LLC	driver drug/alcohol screens	\$87.10
Holiday Inn Kearney	Heller transportation confernece lodging	\$149.92
Hometown Leasing	e-Gold fax	\$64.63
Hometown Leasing	copiers/printers lease	\$1,777.00
Ideal Market	Duncan supplies	\$71.93
Jodi Fierstein	cell phone stipend	\$50.00
John Whetzal	cell phone stipend	\$50.00
JW Pepper & Son Inc	Band books	\$33.95
KSB School Law, PC LLO	May 24 legal, annual policy service	\$1,608.00
Logan Christiancy	cell phone stipend	\$50.00
Lunch Fund	Mar 2024 PK snacks	\$753.03
Matheson Tri-Gas Inc	welding gas tank rental	\$158.65
Mystery Science	2024-25 Membership	\$945.00
Paper101	Elementary paper	\$105.52
Peru State College	Fall 2023 College courses-21 sutdents	\$3,780.00
Petro Plus	Van 6 repairs	\$91.29
Petro Plus	Bus 12 repairs	\$1,226.25
Petro Plus	May 2024 vehicle fuel	\$3,447.47
Pine Cove Consulting, LLC	June 2024 monthly managed services	\$1,906.67
Pine Cove Consulting, LLC	June 2024 monthly backup/restore	\$450.00
PowerSchool Group LLC	TalentEd-Applicant Tracking 2024-2025	\$1,368.00
Pyramid School Products	PK/Elem supplies	\$604.34
Ray's Auto Sales, Inc	'19 Impala service	\$73.99
Rochester 100 Inc	folders	\$140.00
Rutt's Heating & AC - Mechanical	2024-25 boiler service agreement	\$2,766.00
Sandee Heller	Transportation conference meal	\$22.23
School Specialty, LLC	Elem supplies	\$50.39
Stephanie Corman	cell phone stipend	\$50.00
Superior Ace Hardware	maintenance supplies	\$72.73
Superior Outdoor Power Center	maintenance supplies	\$1.90
Superior Outdoor Power Center	mower blades	\$93.21
Superior Outdoor Power Center	mower repair	\$93.17
Superior Outdoor Power Center	Grasshopper mower repairs	\$707.44
Superior Outdoor Power Center	maintenance supplies	\$31.46
Superior Publishing Co., Inc	para ad	\$19.60
Superior Publishing Co., Inc	maintenance ads	\$78.40
Superior Publishing Co., Inc	mtg notice, proceedings	\$101.73
Superior Utilities	monthly utilities	\$8,999.49

Thayer County Treasurer	repay tax overpayment	\$1.50
Turnitin, LLC	2024-25 subscription	\$2,449.44
U.S. Bank	Hulu monthly subscription	\$82.38
U.S. Bank	ESU9-C Utecht workshop registration	\$20.00
U.S. Bank	ESU9-Trumble workshop registration	\$20.00
U.S. Bank	ESU9-C Utecht workshop registration	\$15.00
U.S. Bank	ESU9-Trumble workshop registration	\$15.00
U.S. Bank	Taylor Music-trombone	\$645.60
U.S. Bank	Conoco-State track fuel	\$32.00
U.S. Bank	Conoco-State track fuel	\$34.46
U.S. Bank	Planbook-2024-25 Elem subscriptions	\$222.00
U.S. Bank	Edgerton Explorit-Grade 2 field trip	\$384.00
U.S. Bank	Edgerton Explorit-Grade 3 field trip	\$294.00
U.S. Bank	TPT-Spiegel Science curriculum	\$935.89
U.S. Bank	TPT-Jameson Physics curriculum	\$451.65
U.S. Bank	TPT-Jameson Chemistry curriculum	\$337.50
U.S. Bank	TPT Lit lab resources	\$58.50
U.S. Bank	USPS-postage	\$6.75
U.S. Bank	Boom-Spanish Lit Lab	\$1.50
U.S. Bank	Tobii Dynavox-C Utecht-Boardmaker	\$99.00
U.S. Bank	Teacher Created Materials-Schoof Reading Guide	\$16.49
U.S. Bank	Canon Press-Schoof Reading Guide	\$4.27
USPS	PO Box rental 2024-25	\$352.00
Verizon Wireless	cell phone service	\$93.19
Voyager Sopris Learning	Wulf Curriculum	\$823.90
Woodwards Disposal	shredding service	\$25.00
		<u>\$158,673.52</u>

General Fund Payroll & Benefits

\$478,235.64

Total

\$636,909.16

# Superior Public Schools 2024-2025 Return to School Protocol

Superior Public Schools is committed to providing the best learning experience for our students. Our priority is to keep students safe and healthy when they are in our buildings. In an effort to balance both the safety and health of students and to continue to provide the best education possible to them, the following plan has been developed. The designation of the zones is determined by the designation of the zone within the South Heartland Health Department and by analyzing what is happening within our district boundaries. We will make a determination of the zone we are in by analyzing those two factors. Our zone may not always match the zone designated by the South Heartland Health District. If you have any questions do not hesitate to contact your school or me.

John Whetzal, Superintendent

## Operational Zones

Tiered Responses			
The following factors will be considered for movement from one tier to the next			
Green--DHM Phase IV--Low Risk	Yellow--DHM Phase III--Moderate Risk	Orange--DHM Phase II--Elevated Risk	Red--DHM Phase I--Pandemic
No Cases in school. Low number in community. No community spread A vaccine is available	Few cases in the community Low/No community Spread	Active cases in community Community Spread Several cases in the school	High Community Spread Many cases in the school

Building Procedures			
Green--DHM Phase IV --Low Risk	Yellow--DHM Phase III --Moderate Risk	Orange--DHM Phase II--Elevated Risk	Red--DHM Phase I --Pandemic
<b>School/Academic Plan</b> <ul style="list-style-type: none"> <li>School conducted as normal</li> <li>Buildings open</li> </ul>	<ul style="list-style-type: none"> <li>Increased social distancing</li> <li>Buildings open</li> <li>Classrooms/instructional space redesigned</li> <li>Masks are optional</li> <li>Isolation room for students with symptoms</li> </ul>	<ul style="list-style-type: none"> <li>Limited student contact</li> <li>Buildings open</li> <li>Classrooms/instructional space redesigned</li> <li>Masks may be required for up close, direct instruction and for spread-out, independent work</li> <li>Isolation room for students with symptoms</li> </ul>	<ul style="list-style-type: none"> <li>School buildings closed</li> <li>Remote learning for PK-12 students</li> </ul>
<b>Student Temperature Checks</b>	Parents perform daily monitoring of symptoms <ul style="list-style-type: none"> <li>100.4 threshold (home 24 hours fever free w/o medication)</li> </ul> When health concerns are present at school, temperature will be re-checked to verify and send home.	Parents perform daily monitoring of symptoms. <ul style="list-style-type: none"> <li>100.4 threshold (home 48 hours fever free w/o medication) and consultation with a school nurse.</li> </ul> When health concerns are present at school, temperature will be re-checked to verify and send home.	Temperature checks will be conducted at school twice per day. <ul style="list-style-type: none"> <li>100.4 threshold (home 72 hours fever free w/o medication) and consultation with a school nurse.</li> </ul>

			<ul style="list-style-type: none"> <li>An earlier return may be possible with a doctor's return to school note.</li> <li>Students who have been out for a temperature will be checked upon arrival and again during the school day.</li> </ul> <p>Students leaving for school sponsored activities, if still available, will have their temperatures taken prior to departure.</p> <p>When health concerns are present at school, temperature will be re-checked to verify and send home.</p>	
<b>Staff Temperature Checks</b>	<p>Staff Temperature Check:</p> <ul style="list-style-type: none"> <li>Staff will take their own temp every morning.</li> </ul>	<p>Staff Temperature Check:</p> <ul style="list-style-type: none"> <li>Staff will take their own temp every morning.</li> <li>If temp is at 100.4 or above, it is reported to the school nurse for documentation purposes.</li> <li>Staff is held to the same guidelines as students in regard to fevers.</li> </ul>	<p>Staff Temperature Check:</p> <ul style="list-style-type: none"> <li>Staff will take their own temp every morning and again at lunch.</li> <li>If temp is at 100.4 or above, it is reported to the school nurse for documentation purposes.</li> <li>Staff is held to the same guidelines as students in regard to fevers.</li> </ul>	
<b>Custodial</b>	<ul style="list-style-type: none"> <li>Daily routine cleaning procedures of student attendance centers</li> <li>Routine infectious disease protocol <ul style="list-style-type: none"> <li>Staff will comply with State and/or local health department requirements</li> </ul> </li> <li>Staff will follow manufacturer's instructions regarding the use and maintenance of equipment &amp; use &amp; storage of chemicals for cleaning &amp; sanitizing.</li> <li>Spray bottles with disinfectant provided</li> </ul>	<ul style="list-style-type: none"> <li>Continue Level I procedures <u>plus</u> heightened disinfection of touch points or areas.</li> <li>Custodians will provide heightened disinfection of touch points or areas of specific concern in student attendance centers identified by the Custodial Staff</li> <li>Custodial Staff will determine routine cleaning schedules at each building and will require modification to meet heightened disinfection needs.</li> <li>Hand sanitizer stations</li> </ul>	<ul style="list-style-type: none"> <li>Continue Level I and II services <u>plus</u> increase disinfection procedures.</li> <li>Increased frequency and increased number of surfaces within classrooms to be disinfected to include daily midday disinfection of desktops and touch points or areas of specific concern identified by the custodial staff.</li> <li>Principals will communicate to custodians of affected student attendance centers the specific area(s), surfaces(s), schedule, procedure and product to be used for heightened disinfection.</li> <li>Securing affected buildings</li> </ul>	<ul style="list-style-type: none"> <li>Securing affected buildings</li> <li>Building access prohibited by all user groups. Head Custodian(s) to designate staff to shut down and secure affected building(s).</li> <li>Cleaning of buildings <ul style="list-style-type: none"> <li>Affected building(s) will be cleaned as directed by the Health Department prior to student return.</li> <li>Head Custodian(s) will determine staffing assignments and/or procedure modifications required.</li> </ul> </li> </ul>
<b>Lunch and Breakfast</b>	Breakfast and lunch served in the cafeteria.	Breakfast and Lunch Served in Cafeteria	<ul style="list-style-type: none"> <li>Elementary Breakfast served in the classroom.</li> <li>MS/HS Breakfast in the cafeteria with physical distancing.</li> <li>Extra sanitation procedures will be used.</li> <li>Some food items may be limited.</li> <li>Parents will not be allowed to eat lunch with students.</li> <li>No self-serve salad bar.</li> <li>Designated grade level areas.</li> </ul>	Meals will be provided for students through delivery.

<b>Recess</b>	Schools will continue to have recess as scheduled with handwashing or hand sanitizer upon entry.	<ul style="list-style-type: none"> <li>Schools will have handwashing and/or hand sanitization upon entry.</li> </ul>	<ul style="list-style-type: none"> <li>Schools may implement zones for recess for assigned students to support physical distancing.</li> <li>Schedules may be modified to ensure max of 1 grade in designated areas at one time.</li> <li>Cleaning will be completed daily.</li> </ul>	
<b>PK-5 Field Trips</b>	Regular field trip opportunities can be scheduled.	Regular field trip opportunities can be scheduled.	No field trips will be available.	
<b>Specials</b>	Students transition to music, art, PE, and media.	Students transition to music, art, PE, and media.	Specials' teachers may transition to classrooms.	
<b>Handwashing</b>	<ul style="list-style-type: none"> <li>PK-5 after transitions in and out of the classroom.</li> <li>6-12--Announcements supporting hand washing. Hand sanitizer in each classroom.</li> </ul>	<ul style="list-style-type: none"> <li>PK-5 after transitions in and out of the classroom</li> <li>6-12 Announcements supporting hand washing. Hand sanitizer in each classroom.</li> </ul>	Same as yellow zone.	
<b>Hallways</b>	<ul style="list-style-type: none"> <li>PK-5 students transition normally with staff support.</li> <li>6-12--Regular transitions with encouraged social distancing.</li> </ul>	<ul style="list-style-type: none"> <li>PK-5 students transition normally with staff support.</li> <li>6-12--Regular transitions with encouraged social distancing..</li> </ul>	<ul style="list-style-type: none"> <li>PK-5 students transition and all specials' teachers come to classrooms.</li> <li>PK-12 students may be in isolated classrooms with only limited and scheduled hallway access.</li> </ul>	
<b>Lockers</b>	<ul style="list-style-type: none"> <li>Lockers will be used normally</li> </ul>	<ul style="list-style-type: none"> <li>Lockers will be used normally</li> </ul>	<ul style="list-style-type: none"> <li>Buildings may implement a restricted use of lockers.</li> </ul>	
<b>Beginning of the day staff</b>	<p>K-12</p> <ul style="list-style-type: none"> <li>Teachers will report for duty as assigned.</li> </ul>	<p>K-12</p> <ul style="list-style-type: none"> <li>Teachers will report for duty as assigned</li> </ul>	<p>Teachers will report based on the schedule created and direction provided by the administration.</p> <p>K-5</p> <ul style="list-style-type: none"> <li>Teachers should be in their room and ready to receive students by 7:45 am.</li> </ul> <p>MS/HS</p> <ul style="list-style-type: none"> <li>Staff will supervise areas as assigned.</li> <li>Teachers should be in their rooms and ready to receive students by 7:45.</li> </ul>	
<b>Beginning of the day students</b>	<p>PreK Teachers will meet parents outside of the building</p> <p>K-5</p> <ul style="list-style-type: none"> <li>Students will enter the building when doors open and go directly to their assigned areas as determined by the principal.</li> </ul> <p>6-12</p> <ul style="list-style-type: none"> <li>Students in the building prior to 7:45 need to be in an approved meeting/practice and be supervised by a teacher/coach/sponsor until the 7:45 bell</li> <li>Students who are dropped off or arrive with a ride before 7:45 should remain in the cafeteria commons and social distancing practices will be followed.</li> </ul>	<p>PreK Teachers will meet parents outside of the building.</p> <p>K-5</p> <ul style="list-style-type: none"> <li>Students will enter the building when doors open and go directly to their assigned areas as determined by the principal.</li> </ul> <p>6-12</p> <ul style="list-style-type: none"> <li>Students in the building prior to 7:45 need to be in an approved meeting/practice and be supervised by a teacher/coach/sponsor until the 7:45 bell</li> <li>Students who are dropped off or arrive with a ride before 7:45 should remain in the cafeteria commons and social distancing practices will be followed.</li> </ul>	<p>Students will report based on the schedule created and direction provided by the administration.</p> <p>PreK-5</p> <ul style="list-style-type: none"> <li>Students will enter the building when doors open at 7:45 and go directly to their classroom.</li> </ul> <p>6-12</p> <ul style="list-style-type: none"> <li>Students in the building prior to 7:45 need to be in an approved meeting/practice and be supervised by a teacher/coach/sponsor until the 7:45 bell</li> <li>Students who are dropped off or arrive with a ride before 7:45 at should remain in the cafeteria commons and social distancing practices will be followed.</li> <li>When the first bell rings, all students will</li> </ul>	

			be released from their practice/meeting/cafeteria and will report to their classroom for temperature checks.	
<b>End of the day</b>	<ul style="list-style-type: none"> <li>Regular dismissal.</li> <li>All students will be required to leave the building at the end of the day unless in an approved activity or working with a teacher.</li> </ul>	<ul style="list-style-type: none"> <li>Buildings may stagger or vary dismissal to a max of 10 minute difference from ending time. (Example: One class at a time.)</li> </ul>	<ul style="list-style-type: none"> <li>Buildings may stagger dismissal to a max of 10 minute difference from ending time.</li> <li>This will be based upon the needs of the alternate schedule being used. (Example: One bus at a time.)</li> </ul>	
<b>Building Access</b>	<ul style="list-style-type: none"> <li>Events will not require a mask, but masks are encouraged if needed with appropriate social distancing utilized when possible.</li> <li>Non school sponsored events are at the discretion of the event sponsors.</li> <li>Parents/Guardians may eat lunch with their child when scheduled with the principal.</li> </ul>	<ul style="list-style-type: none"> <li>Events will not require a mask, but masks are encouraged if needed with appropriate social distancing utilized when possible.</li> <li>Non school sponsored events are at the discretion of the event sponsors.</li> <li>Parents/Guardians may eat lunch with their child when scheduled with the principal</li> </ul>	<ul style="list-style-type: none"> <li>Outside visitors or user groups may not allowed on campus.</li> </ul>	No campus access available beyond required personnel.
<b>Facemasks</b>	Face masks and shields will be provided as requested for everyone but not required for anyone.	Face masks and shields will be provided as requested for everyone but not required for anyone.	<ul style="list-style-type: none"> <li>Face Masks and/or shields provided for all staff and students, as requested.</li> <li>K-12 Student mask use is per State Directive Health Measures.</li> <li>Documented ADA/medical/religious reasons can exempt masks.</li> </ul>	
<b>Restrooms</b>	Regularly scheduled	Regularly Scheduled	Restroom use may be prohibited during passing periods.	
<b>Water Fountains</b>	<ul style="list-style-type: none"> <li>Regularly scheduled water breaks.</li> <li>Students are encouraged to bring individual water bottles.</li> </ul>	<ul style="list-style-type: none"> <li>Regularly scheduled water breaks.</li> <li>Students are encouraged to bring individual water bottles.</li> </ul>	<p>The Water Fountain may be closed and students are encouraged to bring individual water bottles.</p> <ul style="list-style-type: none"> <li>Elementary students will use the water fountains and sinks in the classroom to fill their water bottles.</li> </ul>	
<b>Classroom Seating/Materials Usage/Sanitization</b>	<ul style="list-style-type: none"> <li>Regular classroom/teacher preferred arrangement.</li> <li>Social distancing will be utilized when possible.</li> <li>Regular classroom supply usage. <ul style="list-style-type: none"> <li>Encourage individual student supplies.</li> </ul> </li> <li>Regular classroom cleaning.</li> </ul>	<ul style="list-style-type: none"> <li>Regular classroom/teacher preferred arrangement.</li> <li>Social distancing will be utilized when possible.</li> <li>Regular classroom supply usage. <ul style="list-style-type: none"> <li>Encourage individual student supplies.</li> </ul> </li> <li>Regular classroom cleaning.</li> </ul>	<p><b>The following Guidelines May be implemented</b></p> <ul style="list-style-type: none"> <li>Redesigned classrooms/instructional spaces allowing for social distancing</li> <li>Students will be limited to specific classrooms.</li> <li>Locations in the building as determined and outlined in the alternate schedule.</li> <li>Increased sanitization measures</li> <li>Some materials will not be allowed. Only necessary items.</li> <li>Center will not be utilized</li> </ul>	
<b>Transportation</b>	<ul style="list-style-type: none"> <li>Regular transportation schedule and practices.</li> </ul>	<ul style="list-style-type: none"> <li>Regular transportation schedule and practices.</li> </ul>	<ul style="list-style-type: none"> <li>Face Masks and/or shields provided for</li> </ul>	

<p><b>**We ask parents to take the temperature of their bus riding students prior to boarding. If the child's temperature is at or above 100.4, they will not be allowed on the bus.</b></p>	<ul style="list-style-type: none"> <li>Seating charts for all riders may be established.</li> </ul>	<ul style="list-style-type: none"> <li>Seating charts for all riders may be established</li> </ul>	<p>all staff and students, as requested.</p> <ul style="list-style-type: none"> <li>K-12 Student mask use is per State Directive Health Measures.</li> <li>Documented ADA/medical/religious reasons can exempt masks.</li> </ul>	
<p><b>Technology</b></p>	<ul style="list-style-type: none"> <li>1-to-1 devices provided to all 6-12 students.</li> <li>1-to-1 devices K-5 stay at the building.</li> </ul>	<ul style="list-style-type: none"> <li>1-to-1 devices provided to all 6-12 students.</li> <li>1-to-1 devices K-5 stay at the building.</li> </ul>	<ul style="list-style-type: none"> <li>1-to-1 devices may be sent home K-12.</li> <li>Devices will be cleaned according to tech department guidance.</li> </ul>	<p>1 to 1 Devices are used to complete online/remote learning.</p>
<p><b>K-12 Activities (school sponsored)</b></p>	<ul style="list-style-type: none"> <li>Activities and Athletics will be conducted in accordance with NSAA guidelines.</li> <li>After School activities will continue as normal.</li> </ul>	<ul style="list-style-type: none"> <li>Activities and Athletics will be conducted in accordance with NSAA guidelines.</li> <li>After school activities will continue as allowed with administrator/Athletic Director approval.</li> </ul>	<ul style="list-style-type: none"> <li>Activities and Athletics will be conducted in accordance with NSAA guidelines.</li> <li>Students participating in Extended Learning opportunities may be asked to participate in alternate activities or not report to their mentorships.</li> <li>No non-school sponsored group activities or competitions allowed.</li> </ul>	<p>Activities and Athletics will be conducted in accordance with NSAA guidelines.</p>
<p><b>Student Attendance</b></p>	<ul style="list-style-type: none"> <li>All students in grades PK-12 will attend school in person.</li> </ul> <p>COVID Distance Learning Accommodations will be made for students in PK-12 who are unable to attend in person to utilize asynchronous online learning through remote learning tools. Synchronous means that students log on to receive instruction with their class at certain set times during the school day. Students will only have this option with a medical excuse provided by a doctor with a specified period of time notated.</p>	<ul style="list-style-type: none"> <li>All students in grades PK-12 will attend school in person.</li> </ul> <p>COVID Distance Learning Accommodations will be made for students in PK-12 who are unable to attend in person to utilize asynchronous online learning through remote learning tools. Synchronous means that students log on to receive instruction with their class at certain set times during the school day. Students will only have this option with a medical excuse provided by a doctor with a specified period of time notated.</p>	<p>All students in grades PK-12 will attend school in person.</p> <p>COVID Distance Learning Accommodations will be made for students in PK-12 who are unable to attend in person to utilize asynchronous online learning through remote learning tools. Synchronous means that students log on to receive instruction with their class at certain set times during the school day. Students will only have this option with a medical excuse provided by a doctor with a specified period of time notated.</p>	
<p><b>Staff Attendance</b></p>	<ul style="list-style-type: none"> <li>All staff will report as normal.</li> <li>Any questions or concerns relative to work expectations should be directed to the Superintendent</li> </ul>	<ul style="list-style-type: none"> <li>All staff will report as directed.</li> <li>Any questions or concerns relative to work expectations should be directed to the Superintendent.</li> </ul>	<ul style="list-style-type: none"> <li>All staff will report as directed.</li> <li>Any questions or concerns relative to work expectations should be directed to the Superintendent.</li> </ul>	

### Potential Tiered Responses/Consultation with Health Department

1 or more confirmed case(s)\* in the building of a student or staff member.

- A more restrictive environment may be implemented up to potential extended (6 days or more) building closure.

	<ul style="list-style-type: none"> <li>● The District will communicate the situation with building stakeholders.</li> <li>● In the event of repeated confirmed cases, district officials will confer with the health department for a closure plan of that building.</li> <li>● Building will execute an immediate remote learning plan and schedule (if the building is closed).</li> <li>● Reopening communications will be provided to stakeholders from the district.</li> </ul>	
1 confirmed case* of immediate household members of a staff member.	<ul style="list-style-type: none"> <li>● Staff are considered essential employees and will comply with health department regulations.</li> <li>● If staff shows no symptoms and is not running a fever they may continue to work while wearing a mask and maintaining social distancing.</li> </ul>	
Confirmed exposure* of staff or travel to an impacted state/country/location.	<ul style="list-style-type: none"> <li>● Staff are considered essential employees and will comply with health department regulations.</li> <li>● If staff shows not symptoms and is not running a fever they may continue to work while wearing a mask and maintaining social distancing.</li> </ul>	
Visitor who has entered our building and is a confirmed case.	<p>The District will communicate the situation with building stakeholders.</p> <ul style="list-style-type: none"> <li>● District officials will confer with the health department for a closure plan (if needed) of that building.</li> <li>● Sanitization plan will be executed by the district facilities team.</li> <li>● Building will execute an immediate remote learning plan and schedule (if the building is closed).</li> <li>● Reopening communications will be provided to stakeholders from the district.</li> </ul>	
<p><i>*A case is considered "confirmed" when the individual has had a positive test conducted by a medical professional.</i></p> <p><i>*A confirmed exposure will be based on the continued tracing of the medical community.</i></p>		
Short Term Closure	School building closed for up to 2-5 school days	<ul style="list-style-type: none"> <li>● Remote learning will be used by teachers</li> </ul>
Extended Building Closure	School building closed for 6 school days or more	<ul style="list-style-type: none"> <li>● Remote learning will be used by teachers</li> </ul>

<b>ESU9 Substitute Rates 2024-2025</b>		<b>School Year</b>	
<b>School</b>	<b>Teacher</b>	<b>Para</b>	<b>Partial Day format (1/2D, 1/4D, or hourly)</b>
Adams Central			
Aurora			
Blue Hill	\$155.00, \$205.00 Long Term		\$77.50 1/2D
Doniphan-Trumbull	\$142.35 / \$181.00	Hourly rate	1/2 Day
Giltner	\$140.00, \$215.00 Long Term	12.50/hour	1/2 Day
Hampton			
Harvard	\$140/\$145/\$185	\$120/\$140/\$145	1/4 Day
Hastings	165/ Long Term is \$211.35	Hourly Rate	\$82.50 (half day)
Kenesaw	\$150	\$100	\$112.50, \$75, \$37.50
Lawrence-Nelson	\$145	\$13/hr	
Red Cloud	\$136	Hourly Rate	\$17 hr
Sandy Creek	\$145	\$13/hr	
Silver Lake	\$160	Hourly Rate of Employee they cover for	\$80 - Half Day
Superior	\$125/\$209.73 long term		
Sutton			

ESU9 Substitute Rates 2023-2024		School Year	
School	Teacher	Para	Partial Day format (1/2D, 1/4D, or hourly)
Adams Central	\$169.76/day	\$13.99/hour	half/full day for teacher
Aurora	140/day	\$14.04 Sped para/ \$12.66 reg para	
Blue Hill	155/day, 205 for long term		1/2D
Doniphan-Trumbull	137.5/178.50 for long term	\$12.08	teacher 1/2D 68.75
Giltner	\$135	12.00/hr	1/2D
Hampton	\$135	\$100	1/4, 1/2, 3/4 day
Harvard	\$140/\$145 HPS retired/\$185 long term	\$120	1/4D, 1/2D, 3/4D
Hastings	\$160/ long-term \$199.19	\$15.00	Teacher 1/2D \$80
Kenesaw	\$150	\$100.00 full day /75.00 3/4 day /50.00 1/2 day	teacher 3/4 day 112.50 / 1/2 day 75.00
Red Cloud	\$136 per day/Base Pay for Long Term after 10 days	\$11.00/Hr.	1/2 day
Silver Lake	\$160 / Days 11 - 20 \$175 / Day 21 & over \$208		Teacher \$20.00 / hr
SCNU #5	\$145/ day \$206 after 10 consecutive days	\$13/ hour	Teacher 1/2D \$72.50
Superior	\$125/\$165.41 for long term after 10 consecutive days	\$12.00	\$15.63/hr
Sutton	\$146.00/\$157.60 for long term	\$12.50 per hour	Teacher \$18.25 per hour 1/2 day \$73.00

<b>ESU9 Substitute Rates 2022-2023</b>		<b>School Year</b>	
<b>School</b>	<b>Teacher</b>	<b>Para</b>	<b>Partial Day format (1/2D, 1/4D, or hourly)</b>
Adams Central	164.24/day	If teaching certificate holder \$14.15- otherwise \$13.53	20.53/period
Aurora	\$140/day - 1/185 Long Term	Sped Para \$13.08/ Reg Para \$11.80	\$70 - Half Day
Blue Hill	\$155.00 (Daily) / \$205.00 (Long Term)		\$77.50 - Half Day
Doniphan-Trumbull	\$130.50 (Daily) / \$172.35 (Long Term)	A person could dream of a para sub.	half the daily rate (65.50)
Giltner	\$130	\$11/hr	\$65
Hampton	\$130	\$100	\$65
Harvard	\$135 or \$140 for retired HPS employee	\$115 or \$140 for retired HPS employee	1/4, 1/2, 3/4 of daily rate
Hastings	\$155	New Para sub = \$14/hr; Returner receives \$1 more than prior year	77.5
Kenesaw	\$130	SPED Para \$13.50 per hour	\$65 1/2 day, \$97.40 3/4 day
Red Cloud	\$136 per day/Base Pay for Long Term after 10 days	\$11.00/Hr.	1/2 day
Silver Lake	\$150	Hourly rate of pay for position	\$18.75 a period
SCNU #5	\$132; 1/185 Long Term (\$201)	\$12 per hour	\$66- Half Day
Superior	120	\$12 per hour	\$15.00 per hour
Sutton	\$132 11th day \$153.54	\$11.00	\$66 1/2 & \$33 1/4
<a href="#">Christ Lutheran</a>			
<a href="#">Zion Academy</a>			

## **6039**

### **Repeat of Grade at Parent-Guardian Request**

Parents and guardians may request that their student repeat a grade level under the following conditions:

#### **Students in Kindergarten through Fourth Grade**

Parents and guardians of students in kindergarten through fourth grade may request that their student repeat the grade level that the student has just completed under the following conditions:

- 1) If the student is at least one year below grade level and behind the child's typically developing peers in reading, English, and language arts such that the child does not possess the necessary academic skills required to succeed in reading, English, and language arts at grade level for the next grade to which the student would otherwise advance; or
- 2) If the student was absent fifty percent or more of the days in which school was in session for students during the school year which the student has just completed; or
- 3) If the student experienced a severe mental or physical illness resulting in hospitalization of two or more weeks during the school year.

#### **Students in Fifth through Twelfth Grade**

Parents and guardians of students in fifth through twelfth grade may request that their student repeat the grade level that the student has just completed if the student was absent fifty percent or more of the days in which school was in session for students during the school year which the student has just completed.

#### **Procedure for Parent Requests for Student Grade Repetition**

Parents and guardians who seek to have their student repeat the grade level just completed must submit a written request to the student's building principal no earlier than the day after the last scheduled student attendance day of the school year, and no later than two weeks after that date. This deadline may be waived by the superintendent for good cause shown. The request must include written documentation that provides evidence that the parents or guardians believe substantiate that the conditions outlined above have been met.

The principal shall promptly forward the request to the superintendent or his/her designee, along with any building-level information about the student which the principal believes will be relevant to the superintendent or designee in responding to the parents' or guardian's request.

The superintendent or designee shall review the request and promptly schedule a meeting with the parents or guardians. At this meeting, the superintendent or designee shall identify any alternative educational opportunities available to the student, including remedial instruction if applicable, and verify any special education supports available to the student. If the child's parent or guardian still intends to have such child repeat a grade, the parent or guardian shall complete a form prescribed by the Nebraska Department of Education and return the form to the office of the superintendent of schools.

Upon completion of the form and if all requirements pursuant to this policy are met, the school district shall have the child repeat the child's grade for the next school year.

Nothing in this policy modifies the school district's policies on mandatory attendance and reporting excessive absenteeism to the county attorney or other members of law enforcement. Likewise, nothing in this policy shall dictate or direct the provision of special education or related services, including but not limited to any IEP team decision about the appropriate educational placement of a child with a disability under Rule 51 of 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 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

**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 qualify for Special Education Services, according to NDE Rule 51 guidelines.

**Capacity Limitation.** The maximum capacity for the program is 44 children. In the event where the total number of children registered for the program by May 1, rises above 36, the district will only offer the program to children with the following priority for enrollment:

- Verified Special Education Students (3, 4, and 5-year-olds)
- Returning Student
- "At-risk" children (as defined by Rule 11)
- 4-year-olds not enrolled in another preschool program;
- 3-year-olds not enrolled in another preschool program
- Non-resident students not enrolled in another preschool program
- 4-year-old students who are enrolled in another preschool program
- 3-year-old students who are enrolled in another preschool program

If the program is at capacity after May 1, further enrollment applications will be placed on a waiting list. 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.

**Program Coordinator.** The program will be coordinated by 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 19<sup>th</sup>, 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 19<sup>th</sup> 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: \_\_\_\_\_

## **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 **respondent** ~~staff member 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 he or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal. This provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.
- a) ~~This~~ The appeal must be in writing.
  - b) This appeal must be received by the superintendent no later than ~~ten~~ three (10 3) 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~~ For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.

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

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

If ~~either the complainant or the accused~~ 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.

d) This appeal must be in writing.

e) This appeal must be received by the board president no later than ten (10) calendar days from the date the superintendent communicated his/her decision to the complainant.

- f) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.
  - g) The board president will notify the complainant and any other person legally required to receive the decision in writing of its decision. If the complaint 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.
  - 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. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:
- a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.
  - b) Determine whether the complainant has discussed the matter with the superintendent.

- 1) If the complainant has not, the board president or designee will urge **or require** the complainant to discuss the matter directly with the superintendent, if appropriate **or required**.
- 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should **or must** be pursued further.

~~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** involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.
- e) **Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent.**

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

### **Special Rules Regarding Educational Services and Related Services to Students with Disabilities.**

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

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

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

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

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

**Bad Faith or Serial Filings.** The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Individuals who file complaints (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (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: June 11, 2018

Revised on: July 8, 2019; August 10, 2020

Reviewed on: April 12, 2021; April 8, 2024

## **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, but are not necessarily limited to, the Superior Express or the Hastings Tribune. 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: June 11, 2018

Revised on: December 14, 2020; July 11, 2022

Reviewed on: April 12, 2021; May 13, 2024

## **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: June 11, 2018

Revised on: December 13, 2021

Reviewed on: April 12, 2021; May 13, 2024

**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 a 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.

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

For construction projects subject to this policy, **small purchases simplified acquisitions** are purchases that, in the aggregate amount, is more than \$10,000 and less than \$250,000 annually. For **small purchases 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 business**, 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, ~~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.

**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

~~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, 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: June 11, 2018

Revised on: August 13, 2018; July 10, 2019; July 12, 2021; July 11, 2022;  
June 12, 2023

Reviewed on: May 10, 2021

## **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 small purchases simplified acquisitions, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

### **3. Purchases Over \$250,000**

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

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

#### **b) Contract/Price Analysis**

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

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

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
  - 1) The procurement transaction can only be fulfilled by ~~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, 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.

#### **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 \$510,000.

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 \$~~510~~,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency ~~or pass-through entity~~.

## **I. Equipment Retention**

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

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

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

## **K. Depreciation**

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

## **V. Financial Management**

### **A. Identification**

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

## **B. Financial Reporting**

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

## **C. Accounting Records**

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

## **D. Internal Controls**

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

## **E. Budget Control**

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

## **F. Payment Methods**

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement

basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **VI. Written Compensation Policies**

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

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

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

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

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

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

### **C. Fringe Benefits**

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

### **D. Leave**

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

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

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

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

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

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

### **A. Required Terms**

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

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

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

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

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

### **C. Record Keeping**

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

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

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

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

## **2. Maintenance of Procurement Records**

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

## **D. Privacy**

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

Adopted on: June 11, 2018

Revised on: August 13, 2018; July 8, 2019; July 11, 2022; June 12, 2023

Reviewed on: May 10, 2021

## 3011

### **[Intentionally Left Blank]** **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: June 11, 2018

Revised on:

Reviewed on: May 10, 2021

**3017**

**Press Releases**

**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: June 11, 2018

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

Reviewed on: June 14, 2021

## 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 two copies; 25 cents for each copied page thereafter.
- Computer data printouts: No charge for the first ten pages; 25 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 two copies; 25 cents for each copied page thereafter.
- Computer data printouts: No charge for the first ten pages; 25 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: June 11, 2018

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

Reviewed on: August 9, 2021

**[Intentionally Left Blank]****~~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 15<sup>th</sup> 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 15<sup>th</sup>, 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 15<sup>th</sup> 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 15<sup>th</sup>. 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: June 11, 2018

Revised on: June 12, 2023

Reviewed on: August 9, 2021

## **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: June 11, 2018  
Revised on: July 8, 2019  
Reviewed on: August 9, 2021

## **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, 601 W 8<sup>th</sup> Street, PO Box 288, Superior, NE 68978, [jfierstein@superiorwildcats.org](mailto:jfierstein@superiorwildcats.org), 402-879-3257. The school district's nondiscrimination policy and grievance procedures are included this policy, or can be accessed at: <https://www.superiorwildcats.org/>. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator.

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

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

**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:

<b>Major Stage</b>	<b>Target Duration</b> (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 procedure; 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.

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

~~1. **Title IX Coordinator**~~

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

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

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

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

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX

Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3-5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

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

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

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

2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;

2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

2.6.3.1. **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the

victim including instances where the victim is incapable of giving consent.

~~2.6.3.1.1. **Rape** (Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.~~

~~2.6.3.1.2. **Sodomy** Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity~~

~~2.6.3.1.3. **Sexual Assault With An Object** To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity~~

~~2.6.3.1.4. **Fondling** The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity~~

~~2.6.3.2. **Sex Offenses, Non forcible** (Except Prostitution Offenses) Unlawful, non forcible sexual intercourse.~~

~~2.6.3.2.1. **Incest** Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law~~

~~2.6.3.2.2. **Statutory Rape** Non Forcible sexual intercourse with a person who is under the statutory age of consent~~

~~2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a) which means violence committed by a person—~~

~~2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and~~

~~2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:~~

~~2.6.4.2.1. The length of the relationship.~~

~~2.6.4.2.2. The type of relationship.~~

~~2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.~~

~~2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a) which includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who—~~

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

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

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

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

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

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

~~2.6.6.2. suffer substantial emotional distress.~~

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

### ~~3. **Discrimination Not Involving Sexual Harassment:**~~

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

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

~~3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;~~

~~3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;~~

~~3.2.3. Deny any person any such aid, benefit, or service;~~

~~3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;~~

~~3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;~~

~~3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;~~

~~3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.~~

~~3.3. **Complaint Procedure.** All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above shall be addressed pursuant to the district's general complaint procedure, Board Policy 2006.~~

#### ~~4. **Response to Sexual Harassment**~~

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

~~4.2. **General Response to Sexual Harassment.** When the district has actual knowledge of sexual harassment in its education program or~~

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

**4.3. Emergency Removal.** Nothing in this policy precludes the district from removing a respondent from the district's education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. In the event that the district so removes a respondent on an emergency basis, then the district will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

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

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

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

### **5.1. General Requirements.**

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

**5.1.2. Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

**5.1.3. Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

**5.1.4. Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

**5.1.4.1. All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.

**5.1.4.2. Title IX Coordinators, Investigators, Decision Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision makers, or any person designated by the district to facilitate an informal resolution process receive training on:

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

5.1.4.2.2. The scope of the district's education program or activity;

5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and

5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

**5.1.4.3. Decision Makers.** The district will ensure that decision makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.

**5.1.4.4. Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.

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

**5.1.6. Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal

resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

**5.1.7. Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.

**5.1.8. Range of Supportive Measures.** The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.

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

## **5.2. Notice of Allegations.**

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

5.2.1.1. A copy of this policy.

5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and

location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

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

### 5.3. **Dismissal of Formal Complaint.**

5.3.1. The district will investigate the allegations in a formal complaint.

5.3.2. **Mandatory Dismissals.** The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint:

5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;

5.3.2.2. Did not occur in the district's education program or activity; or

5.3.2.3. Did not occur against a person in the United States.

5.3.3. **Discretionary Dismissals.** The district **may** dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:

~~5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;~~

~~5.3.3.2. The respondent is no longer enrolled in or employed by the district; or~~

~~5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.~~

~~5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.~~

~~5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.~~

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

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

~~5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;~~

~~5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or~~

~~other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);~~

~~5.5.3.—Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;~~

~~5.5.4.—Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;~~

~~5.5.5.—Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;~~

~~5.5.6.—Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;~~

~~5.5.7.—Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence~~

prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

## 5.6. **Determination Regarding Responsibility**

5.6.1. **Decision Maker(s).** The decision maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).

5.6.2. **Exchange of Written Questions.** After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

5.6.3. **Written Determination.** The decision maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision maker(s) will apply the

preponderance of the evidence standard. The written determination will include:

5.6.3.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;

5.6.3.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

5.6.3.3. Findings of fact supporting the determination;

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

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

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

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

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

5.7. **Appeals.** The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the

district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

**5.7.1. Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.7.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

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

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

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

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

**5.7.3.** As to all appeals, the district will:

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

5.7.3.2. Ensure that the decision maker(s) for the appeal is not the same person as the decision maker(s) that

reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

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

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

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

5.7.3.6. Provide the written decision simultaneously to both parties.

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

5.8.1. Provides to the parties a written notice disclosing:

5.8.1.1. The allegations;

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

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

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

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

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

#### 5.9. **Recordkeeping.**

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

5.9.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;

5.9.1.2. Any appeal and the result therefrom;

5.9.1.3. Any informal resolution and the result therefrom; and

5.9.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.

5.9.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures

designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

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

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

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

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

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

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

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

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

~~8. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.~~

~~8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.~~

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

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

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

proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

#### **10.1. Specific Circumstances.**

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

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

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

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

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

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

district's obligations under this policy shall be deemed to be fulfilled and discharged.

Adopted on: August 10, 2020

Revised on: July 11, 2022

Reviewed on: August 9, 2021

## **3059 Audio and Video Recording**

Students, staff, parents/ guardians, and patrons should assume that any class or activities 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 remain subject to all other district policies and rules. In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.

For example, this policy does not prohibit students from making recordings of an athletic event for their personal use similar to a parent or other patron subject to other applicable board policy.

Adopted on: June 11, 2018

Revised on: July 8, 2019; July 12, 2021; June 12, 2023

Reviewed on: February 14, 2022

**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 the "rolling" 12-month period measured backward from the date an employee uses any FMLA leave ~~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;
  - 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; or
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**

- a. 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.

~~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.~~

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

Adopted on: June 11, 2018

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

Reviewed on: September 13, 2021

## **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 he or she, 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.
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 (parent, spouse, or child) 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.
- 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: June 11, 2018  
Revised on: \_\_\_\_\_  
Reviewed on: November 8, 2021

## **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 and to the superintendent using the form which is attached to this policy. The school district may request written verification or documentation that the person signing the form has legal or actual charge or control of the student. The school district shall discontinue the enrollment of any student who satisfies these requirements. Any student whose enrollment is discontinued under this subsection shall not be eligible to reenroll in this school district until the beginning of the following school year unless otherwise required by law.

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

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

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

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.

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

Adopted on: June 11, 2018

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

Reviewed on: December 13, 2021

## 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 insuring 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-5.
- e. **Middle School Defined.** Middle school means grades 6-8.
- f. **High School Defined.** High school means grades 9-12.

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 1<sup>st</sup>, 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 15<sup>th</sup> 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;
- c. The superintendent will notify parents or guardians who have submitted properly completed option applications after March 15<sup>th</sup> 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: June 11, 2018

Revised on: June 12, 2023

Reviewed on: December 13, 2021

## **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. 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: June 11, 2018

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

Reviewed on: December 13, 2021

## **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, under the following conditions: two days for every day missed.

### **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 cyber-bullying, 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. Violation 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 as 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;
  - 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 ~~officer~~ 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 superintendent may also provide an additional list of hearing examiners that may include hearing examiners employed by or under contract with the school district. 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, or included on an additional list, if any, pursuant to this subdivision 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: June 11, 2018

Revised on: July 8, 2019; July 13, 2020; June 12, 2023

Reviewed on: January 10, 2022

**Firearms and Weapons**  
[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 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 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:

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: June 11, 2018

Revised on: June 12, 2023

Reviewed on: February 14, 2022

## **5052 School Wellness Policy**

The school district is committed to providing a school environment that enhances learning and the development of lifelong wellness. The district will use evidence-based strategies to develop, structure, and support student wellness.\*

### **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 by grade level and ability.
- d. The district encourages parents and guardians to support their children's healthy eating habits by being role models in their own eating habits.
- e. Water will be made available to students throughout the school day.
- f. The district will participate in state and federal child nutrition programs as appropriate.
- g. Students will be provided sufficient time in which to eat school-provided meals.

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

- a. The school district's curriculums shall include instruction on physical activity and habits for healthy living.

- b. Staff will provide opportunities for students to engage in physical activities throughout the school day.
- 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.
- d. 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.)

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

- a. The district will provide professional development, support, and resources for staff about student wellness.
- b. The district's lunchrooms will be attractive and well-lighted.
- c. 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.

**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 Pepsi 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.

The district will collaborate with public and private entities to promote student wellness.

The district may partner with other individuals or entities in the community to support implementation of this policy.

**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.

~~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 the superintendent's 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>

Adopted on: June 1, 2007

Revised on: June 9, 2014; July 13, 2015; June 12, 2017; June 12, 2023

Reviewed on: February 14, 2022

## **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 ~~two~~ **one** 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.** ~~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. The parent(s) or guardian(s) shall notify the superintendent within one school day of receiving notice of the recommended extension and proposed hearing examiner and alternate hearing examiner if the alternate hearing examiner is preferred.~~

**Hearing Examiner's Notice to Parent(s) or Guardian(s).** The hearing examiner shall promptly give written notice of the time, date and place of the hearing. The hearing will be held within ~~ten five~~ 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: June 11, 2018

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

Reviewed on: May 9, 2022

**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 30-45 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: June 11, 2018  
Revised on: July 12, 2021  
Reviewed on: May 9, 2022

# NASB BOARD QUICKS

A MONTHLY E-UPDATE OF KEY DATES FROM THE NEBRASKA ASSOCIATION OF SCHOOL BOARDS



1,960,000 Nebraskans 324,000 Students 1,700 Locally Elected School Board Members 260 Member Districts/ESUs ONE NEBRASKA

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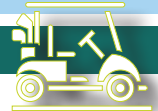
Events & Networking - <https://members.nasbonline.org/events>



NASB Leadership Workshop - June 5-6 - Lincoln

NASB Member Golf Outing - June 12 - Kearney

Email [sendorf@NASBonline.org](mailto:sendorf@NASBonline.org) to sign up



School Leaders & Law Conference - June 12-13 - Kearney



Call for Legislative Proposals - Due July 1

Legislative Proposals for 2025 can be submitted at any time between now and July 1 at <https://members.nasbonline.org/government-relations/legislative-proposals>

Board Candidate Workshop - July 9 - Ogallala

Board Candidate Workshop - July 10 - Hastings

Board Candidate Workshop - July 11 - Ord

Board Candidate Workshop - July 16 - Milford

ALICAP Summer Workshop - July 10 - Gering

ALICAP Summer Workshop - July 11 - Kearney

ALICAP Summer Workshop - July 12 - Lincoln

Continued on Page 2



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# NASB BOARD QUICKS

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PAGE 2



## Area Membership Meetings - August & September



North Platte, Gering, Valentine, Kearney, York, Norfolk, Nebraska City, Omaha & Fremont

Learn more and see specific dates at:  
<https://members.nasbonline.org/events>

## State Education Conference - November 20-22 - Omaha

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Board Meeting 6-10-24 Agenda for Athletic & Activities:

- Silent Auction
- Uniforms & Rotations
- Hotels
- F1 Events
- Superior Athletics & Activities Page
- Summer Events
- Eligibility - Homeschool Hours

# **Superior Middle/High School Activities Handbook**



**Rules and Regulations  
2024- 2025**

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**PLEASE NOTE: MATERIALS THAT ARE UPDATES FOR THE CURRENT SCHOOL YEAR ARE HIGHLIGHTED IN YELLOW. IT WOULD BE BENEFICIAL TO MAKE SURE YOU ARE AWARE OF THESE UPDATES ALONG WITH THE REST OF THE HANDBOOK.**

## Introduction

Student participation in extracurricular activities has been linked to improved attendance, higher academic achievement, and greater student self-confidence and self-esteem. Superior Public Schools provides students with the opportunity to participate in a comprehensive activities program which includes athletics, fine arts, and select clubs or organizations associated with academic areas.

Although the school district believes strongly in the value of student activities, participation in the activities program is a privilege, not a right. Students must obey the rules set out in this handbook and any additional rules created by their coach or activity sponsor. This handbook is advisory and does not create a “contract” with parents, students or staff. The administration reserves the right to make decisions and make rule revisions at any time to implement the educational program and to assure the well-being of all students. The administration is responsible for interpreting the rules contained in the handbook. If a situation or circumstance arises that is not specifically covered in this handbook, the administration will make a decision based upon all applicable school district policies, and state and federal statutes and regulations.

**Please read this handbook carefully. Students and their parents are responsible for complying with all of the rules and procedures detailed in this booklet.**

**Parents must sign the acknowledgement and permission to participate form at the end of this handbook before their student will be permitted to participate in the activity programs of the district.**

The provisions in this handbook are subject to change at the sole discretion of the Board of Education. From time to time, you may receive updated information concerning changes in the handbook. These updates should be kept within the handbook so that it is up to date. If you have any questions regarding this handbook, please contact the Superintendent for assistance.

## Notice of Nondiscrimination

The school district does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Name: John Whetzal  
Title: Superintendent  
Address: Superior Public Schools District 65-0011  
601 West 8<sup>th</sup> Street  
Superior, NE 68978  
Telephone: (402) 879-3257 ext. 127  
E-mail: jwhetzal@superiorwildcats.org

For further information on notice of nondiscrimination, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm> for the address and phone number of the office that serves your area or call 1-800-421-3481.

For additional prohibited discrimination and related information, please review school district Policy 4001 – Nondiscrimination.

The Superior Public Schools District 65-0011 offers the following career and technical education programs for all students regardless of race, color, national origin, including those with limited English proficiency, sex or disability in grades 9-12: *Business Education, Agricultural Education and Industrial Arts*. Persons seeking further information concerning the career and technical education offerings and specific prerequisite criteria should contact.

John Whetzal, Superintendent  
Superior Public Schools District 65-0011  
601 West 8<sup>th</sup> Street  
Superior, NE 68978  
(402) 879-3257 ext. 127  
jwhetzal@superiorwildcats.org

## Aviso de no discriminación

El distrito escolar no discrimina por motivos de raza, color, origen nacional, sexo, discapacidad o edad en sus programas y actividades, y brinda acceso equitativo a los Boy Scouts y otros grupos juveniles designados. La siguiente persona ha sido designada para manejar las consultas relacionadas con las políticas de no discriminación:

Nombre: John Whetzal  
Título: Superintendente  
Dirección: Escuelas Públicas Superiores Distrito 65-0011

601 West 8th Street  
Superior, NE 68978  
Teléfono: (402) 879-3257 ext. 127  
Correo electrónico: [jwhetzal@superiorwildcats.org](mailto:jwhetzal@superiorwildcats.org)

Para obtener más información sobre la notificación de no discriminación, visite <http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm> para obtener la dirección y el número de teléfono de la oficina que atiende en su área o llame al 1-800-421-3481.

Para más discriminación prohibida e información relacionada, revise la Política del distrito escolar 4001 - No discriminación.

El Distrito 65-0011 de las Escuelas Públicas Superiores ofrece los siguientes programas de educación técnica y profesional para todos los estudiantes, independientemente de su raza, color, origen nacional, incluidos aquellos con dominio limitado del inglés, sexo o discapacidad en los grados 9-12: Educación Empresarial, Educación Agrícola y Artes Industriales. Las personas que deseen obtener más información sobre las ofertas de educación profesional y técnica y los criterios específicos de requisitos previos deben ponerse en contacto.

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## **SECTION ONE: GENERAL INFORMATION ABOUT THE ACTIVITIES PROGRAM**

### **Academic Eligibility**

To be eligible to participate in the school's activity programs, each student must (1) meet Nebraska State Activities Association (NSAA) and District requirements concerning scholastic eligibility, (2) be registered for 20 instructional credit hours from the enrolled homeschool program and a minimum of 15 credit hours **minimum of 5 credit hours** must be from the member school the student represents in interscholastic competition per semester and be in regular attendance within the District, (3) received 20 credit hours in the immediate preceding semester, and (4) have not less than a 70 60% grade in ~~ONE~~ ~~two or more~~ classes to remain eligible to participate in any portion of the activities program. The period of ineligibility will be from Monday to Sunday of the school week when a student has attained ineligible status. Teachers will report grades to the guidance office on Friday ~~Monday~~ of the preceding ~~current~~ participating week by 1:00 pm. Participants must attend practices and participate in all conditioning during any period of ineligibility but students will be considered ineligible to attend any and all activities including but may not be limited to: school dances (Homecoming, Winter Formal, & Prom), athletic events, FFA, FBLA, Student Council, play productions or musicals, Quiz Bowl, Actions Day, and pep band. If early dismissal is required for an event the ineligible student is not allowed to travel with their team. Students participating in music classes will be expected to be present at concerts regardless of their eligibility status as this is a curricular activity and the student receives a grade for their performance. Eligibility will be cumulative in nature. Student eligibility will begin in the 3rd week of the semester. Week 4 of the semester will be ALL students one and only waiver week. Waiver weeks are enforced per student not per class.

The school district will notify a participant and his or her parents whenever the participant is declared academically ineligible.

Students may not participate in any activity, performance, or practice while serving a short-term suspension, long-term suspension, or expulsion from school.

### **Attendance at Practices and Contests**

Participants in the activities program are expected to attend and be on time at all practices and meetings scheduled by the coach or sponsor. Participants may be excused for absences resulting from a participant's illness, a death in the family, a doctor's appointment, a court appearance, or other absences that are arranged in advance. The coach, sponsor, or director of an activity may require a participant who has an excused absence to complete an alternate assignment for missing a practice, meeting, event, performance, or contest. A participant who is unable to attend a scheduled practice, meeting, or game must contact the coach or sponsor in advance. Students who are absent from school due to illness are not required to provide the coach or sponsor with additional notification of the student's absence from practice.

Students who are absent from school for any part of the day will not be permitted to practice or participate in an athletic contest or activity performance unless the student has the building principal's prior permission to participate despite the absence.

If a participant misses a scheduled contest or performance, the coach or sponsor may impose discipline up to and including suspension of the participant from the activity for the remainder of the season or length of the activity.

Students participating in an activity should contact their teachers for make-up work prior to leaving for the activity. All of the student's teachers will need to sign the student's sign out sheet, signifying that the student has completed the necessary homework. Homework that is due for the day of the absence will need to be completed before the student leaves for the activity. If the student is not signed out by the teacher, the student will not be allowed to attend the activity.

### **Closings**

Unless the administration determines that it is permissible for the activity to continue as scheduled, all activities will be canceled or postponed in the event that school has been called off for inclement weather or any other reason as determined by the administration, unless the administration determines that it is permissible for the activity to continue as scheduled.

### **Complaint Procedure**

To reduce conflicts in the school's activities program, students and/or their parents should use the district's formal complaint procedure to manage conflicts about the program. The complaint procedure is printed in the school's student handbook and may be found on the district's web site: <https://www.superiorwildcats.org>.

### **Concussion Awareness**

The Nebraska Unicameral has found that concussions are one of the "most commonly reported injuries in children and adolescents who participate in sports and recreational activities and that the risk of catastrophic injury or death is significant when a concussion or brain injury is not properly evaluated and managed."

The School District will:

- a. Require all coaches and trainers to complete one of the following on-line courses on how to recognize the symptoms of a concussion or brain injury and how to seek proper medical treatment for a concussion or brain injury:
  - Heads UP Concussions in Youth Sports
  - Concussion in Sports—What You Need to Know
  - Sports Safety International
  - ConcussionWise
  - ACTive™ Athletic Concussion Training for Coaches; and

- b. On an annual basis provide concussion and brain injury information to students and their parents or guardians prior to such students initiating practice or competition. This information will include:
  - 1 The signs and symptoms of a concussion;
  - 2 The risks posed by sustaining a concussion; and
  - 3 The actions a student should take in response to sustaining a concussion, including the notification of his or her coaches.

A student who participates on a school athletic team must be removed from a practice or game when he/she is reasonably suspected of having sustained a concussion or brain injury in such practice or game after observation by a coach or a licensed health care professional who is professionally affiliated with or contracted by the school. The student will not be permitted to participate in any school supervised team athletic activities involving physical exertion, including practices or games, until the student:

- a. has been evaluated by a licensed healthcare professional;
- b. has received written and signed clearance to resume participation in athletic activities from the licensed healthcare professional; and
- c. has submitted the written and signed clearance to resume participation in athletic activities to the school accompanied by written permission to resume participation from the student's parent or guardian.

If a student is reasonably suspected after observation of having sustained a concussion or brain injury and is removed from an athletic activity, the parent or guardian of the student will be notified by the school of:

- a. the date and approximate time of the injury suffered by the student,
- b. the signs and symptoms of a concussion or brain injury that were observed, and
- c. any actions taken to treat the student.

The school district will not provide for the presence of a licensed health care professional at any practice or game.

School officials shall deem the signature of an individual who represents that he/she is a licensed health care professional on a written clearance to resume participation that is provided to the school to be conclusive and reliable evidence that the individual who signed the clearance is a licensed healthcare professional. The school will not take any additional or independent steps to verify the individual's qualifications.

### **Dances\Prom\Homecoming**

School dances are part of the district's extracurricular activity program. Students who wish to participate in school dances must comply with the activity code. Students may

be prohibited from participating in school dances as a consequence for violating school rules or these activity rules.

**Middle School Dances**

Middle school dances (6-8) are restricted to students currently enrolled in the Superior Middle school and will be sponsored by middle school teachers and parents. Any organization wishing to sponsor a middle school dance must obtain permission from the principal regarding date and times. **Each dance must be sponsored by at least two faculty members and one additional adult couple.** Once admitted to the dance, students must remain until the close of the dance. Students who leave the dance will not be readmitted. Students who are academically ineligible will not be allowed to attend school dances.

**High School Dances**

All high school dances are restricted to Superior High School students and their guests. Any organization wishing to sponsor a dance must obtain permission from the principal regarding date and times. **Each dance must be sponsored by at least two faculty members and one additional adult couple.** Once admitted to the dance, students must remain until the close of the dance. Students who leave the dance will not be readmitted. Students who are academically ineligible will not be allowed to attend school dances.

**Junior/Senior Prom**

Members of the Superior High School junior and senior classes may invite guests to the prom under the following rules:

1. All guests must be cleared through the principal’s office. The name of the guest must be submitted to the principal ahead of time.
2. Guests are expected to follow all rules the students must follow. Each student is responsible for his/her guest’s conduct.
3. Appropriate attire is expected. **No blue jeans, shorts, or t-shirts will be allowed at the banquet or dance for prom.** Black dress jeans will be acceptable.
4. **Students who are ineligible will not be allowed to attend prom.**

**Homecoming**

The selection of Homecoming Queen and Homecoming King candidates shall be made by the entire student body. The male and female students with the highest scores among the candidates will be the Homecoming Royalty Court. The male and female with the highest scores from this vote will be the Homecoming King and Queen.

On the ballot, students will vote on (1) male and (1) female from the senior class that have met the requirements to be on the ballot. The ballots will be based on the following standards:

Number of Students in Senior Class	Number of Candidates
45 or more	12 candidates
35-44	10 candidates

25-34  
24 or less

8 candidates  
6 candidates

Candidates must be a member of the current senior class and must have a minimum of an 80% grade point average upon completion of his/her junior year. Homecoming activities will be coordinated by the Student Council.

### **Electronic Communication**

The school board supports the use of technology by coaches, extracurricular sponsors, and other staff members to communicate with students for legitimate educational, extracurricular, and other school-related purposes. However, electronic communication between students and teachers, sponsors, and coaches shall be appropriate at all times and shall not violate any law, district policies, or the Regulations and Standards for Professional Practices Criteria, commonly known as Rule 27 of the Nebraska Department of Education ("Rule 27"). Please see the Social Media Policy For School District Employees for further explanation.

### **Equipment**

Each participant in the athletic portion of the activities program will be issued a locker to store his/her personal belongings and school equipment that has been checked out. Students should secure their athletic lockers with combination locks.

School-owned clothing or equipment that is checked out to individual students remains the property of the school. The clothing or equipment is not to be used or worn by the student except for the intended use. Each piece of equipment or clothing is to be returned to the instructor or coach when the season or the use for such clothing or equipment is over. Each participant is responsible for all equipment checked out to him/her. Students will be assessed the replacement cost for school equipment that has been checked out to him/her and is lost or stolen.

### **Fundraising**

All school-sponsored fundraising activities must be approved by a member of the school district administration. Fundraising for any activity must comply with the district's policies, including applicable provisions specifically pertaining to Booster Clubs and PTOs for non-school-sponsored fundraising. Use of the school mascot shall not be permitted unless approved by the superintendent or designated individual.

### **Individual Training Rules and Rules of Conduct**

Head coaches or sponsors may develop additional training rules or rules of conduct for their activity. Students are responsible for knowing these rules and complying with them.

### **Initiations and Hazing**

Initiations and hazing by members of classes, clubs, athletic teams, or any other organization affiliated with the district are prohibited except as otherwise permitted by this policy. Any student engaging in hazing or non-approved initiations is subject to discipline as permitted by policy and law.

Initiations are defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of “hazing” as defined below. Initiations are prohibited except by permission of the superintendent.

Hazing is defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership in any school organization. Hazing activities include, but are not limited to, whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with the intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act that endangers the physical or mental health or safety of any person.

### **Injuries**

Participants who suffer any type of injury while involved in extracurricular activities must notify the coach or sponsor immediately. The coach or sponsor will then evaluate the injury and, if necessary, notify the participant’s parents or seek immediate medical treatment.

If at any time during participation a doctor removes an athlete from participation because of an illness or injury, the athlete must have a written release from a doctor before participating again. The written release must be given to the coach or sponsor of the activity.

If during an away activity, emergency services involving medical action and treatment are indicated and the parent/guardian cannot be reached, the parent/guardian hereby consents to the rendering of such emergency medical services for the above named student by the medical provider on duty at the nearest hospital.

Note: The release requirement will be satisfied if the initial doctor’s order specifies the duration of the student’s restriction from participation and/or competition. Also see Concussion Awareness above.

### **Insurance**

The school district does not provide medical or other insurance coverage for students who participate in athletic contests or other activities. It is the parents’ responsibility to provide adequate insurance to cover any medical expenses that may be incurred while the student is participating in athletics or other activities.

The school district makes an accident insurance plan available for purchase by participants and their families through an authorized insurance agent. Information about policies which families may purchase will be available prior to each sports season and at fall registration.

## Lettering Requirements

The following guidelines will be used in determining students' eligibility for lettering:

- Football:** The athlete must participate in twelve quarters of varsity play, complete the season, and/or have the recommendation of the head coach. It can also be up to the coaches according to the contribution of the athlete in meaningful varsity game time situations. Attendance and work ethic in summer weights will be taken into consideration by coaches for lettering purposes.
- Volleyball:** The athlete must participate in 16 total games, complete the season, and/or have the recommendation of the head coach.
- Basketball:** The athlete must participate in 16 quarters, complete the season, and/or have the recommendation of the head coach.
- Golf:** The athlete must participate in 50% of the varsity golf meets, complete the season, and/or have the recommendation of the head coach.
- Track:** The athlete must average 1.5 points per meet scheduled, participate in 50% of all the meets, or place in an individual event at the conference or district meets, or be a member of a relay team which places third or higher in the conference or district meets, or participate as a member of a relay team at the state meet, complete the season, and/or have the head coach's recommendation.
- Wrestling:** The athlete will earn a letter if they qualify for the state tournament, have a record over .500 and have medaled at over half of the individual meets, complete the season and/or have the recommendation of the head coach.
- Cross Country:** The athlete must compete in at least 70% of the varsity meets, complete the season in good standing, and/or have the recommendation of the head coach.
- Student Managers:** The student manager must complete the season and have the recommendation of the head coach of the sport involved.
- Instrumental and Vocal Music:** In order to letter in music, a student must acquire 50 points throughout the school year. Points are awarded for the following:
1. **Grades:** A = 15 points per semester, B = 10 points per semester, C-F = no points awarded
  2. **Extra Performances:** Not including school concerts or contest = 10 points
  3. **Honor Bands:** Audition for an honor band but not selected = 10 points, audition for an honor band and are selected = 20 points.

4. **District Music Contest:** Perform a solo = 10 points, perform in a small group = 10 points.
5. **Help Superior Music Boosters:** Points will vary depending on participation.
6. **A student may also letter based on a recommendation from the instrumental or vocal music instructor.**

**Speech\Drama:** In order to letter in speech and/or drama participants will need to meet the following criteria:

1. In order to letter in Speech the participant must not have any unexcused absences, have competed in all meets (barring any unforeseen emergencies), and have placed in at least one varsity meet and/or have the recommendation of the head coach.
2. In order to letter in Drama the participant must not have any unexcused absences, have competed in all meets (barring any unforeseen emergencies), and have achieved distinction at any meet throughout the year and/or have the recommendation of the head coach.

**Dance Team:** The **dance** team member must meet the following requirements to letter:

1. Perform in 90% of performances. This includes pep rallies, parades, and any other "spirit activity".
2. Stay off the academic down list during the entire season.
3. Any suspension from any other requirements listed in the drill team constitution will result in the loss of the member's letter.

### **Management of Student Funds**

All teachers are advised to read the policy concerning monies of organizations within the school. All clubs or school-connected organizations' finances are under the direct control of the sponsor after approval of the Athletic and Activities Director. Clubs or other organizations must make arrangements to see that all monies collected or raised through the sale of tickets, articles, or materials are deposited in the school activity account in the name of the organization. The School Board does not permit any organization to bank money in any other manner.

### **Mascot**

The official emblem for boys' and girls' athletic teams is the Wildcat. The mascot cannot be used for non-school-sponsored purposes unless approved by the superintendent.

### **Meetings of Clubs/Societies/Organizations**

Meetings will be scheduled during PAWS time whenever possible. Any meeting held after school hours must be approved by the principal and posted on the master calendar. All meetings must have a sponsor present.

## **Practices**

The individual head coach or sponsor, in cooperation with the high school principal and or athletic director, will schedule all starting times of practices. All participants are expected to be ready at the time set by the coach or sponsor.

To be eligible to practice, a participant must satisfy the following requirements:

1. Submit to the coach or sponsor a signed physical form and Activities Code which verifies that a physical examination has been completed and that the student and parent(s) understand the school's position regarding the use or possession of alcohol, tobacco, and other related drugs.
2. Furnish the high school principal with proof of insurance.

## **Regulations Governing Classes and Organizations**

1. A student whose conduct was not satisfactory as determined by the administration or board, or who had a failing grade in any subject in the previous semester, shall not be elected to any office in any class or organization.
2. Any student elected to any office in any class or organization must maintain satisfactory conduct and passing grades. Any student whose conduct becomes unsatisfactory as determined by the administration or board, or who fails a subject, shall be removed from office. An election shall be called to fill the resulting vacancy.
3. No student shall be allowed to hold the same office for more than one year. The election of officers shall take place on a day determined by the principal of the high school and announced at least one day prior to the election. Eligibility lists will be posted at the time of calling the election.
4. Meetings of any class organization may be held with the consent of the sponsor who shall consult the principal before calling such meeting.
5. All class organization meetings will be governed by the rules of parliamentary procedure.
6. If class organizations foster antagonism or individual members of class organizations fail to render assistance in prohibiting inter-class controversies, all class organizations may be abolished.

## **Senior Class Activities**

1. Announcements and Cards - Seniors may purchase class graduation announcements and name cards. Class colors will be selected from the color options presented by the announcement company. From a variety of announcements, all seniors select the one type they would like to have.
2. Baccalaureate and Commencement - The final step for seniors is Commencement. Seniors, in their caps and gowns, receive their diplomas at this ceremony. Cap and gown colors will be representative of the school colors red and white. Black or silver may be substituted for white since those colors are present in uniforms used by the school. Seniors will secure a graduation speaker by the end of February or may choose to have a Senior video. The Senior video will be 15 - 20 minutes in length. The administration will approve the speaker or video, and will have the final approval. The school district will recognize the outstanding academic achievement

of its graduating seniors in the following manner: 93-94% Cum Laude, 95-97% Magna Cum Laude, and 98-100% Summa Cum Laude. The percentages will be based on the students' cumulative grade point average. Any graduating senior with an ACT score of 30 or higher will have their name placed on a plaque. Students caught smoking/drinking/under the influence of drugs or with tobacco/alcohol/drugs in their possession during graduation practice or at the actual ceremony will not be allowed to participate in the formal ceremony, and will receive their diploma before the formal ceremony has taken place.

3. Awards Day - This event occurs during the final week of school. At this program students receive recognition through the presentation of various honors and awards.

### **Secret Organizations**

Secret organizations are prohibited. School officials shall not allow any person or representative of any such organization to enter upon school grounds or school buildings for the purpose of rushing or soliciting students to participate in any secret fraternity, society, or association.

### **Student Manager, Helpers, or Activity Aids**

Students wishing to serve as student volunteers for extracurricular activities must gain the permission of the activity coach or sponsor. Student volunteers must comply with all of the rules and procedures contained in this handbook.

### **Sunday and Wednesday Night Activities**

In order to provide students sufficient time away from school for family-related activities, the school will endeavor not to schedule activities on Wednesday evenings or on Sundays. Practices will be organized so that all participants are showered, dressed, and/or leave the facilities by 6:00 p.m. on Wednesday nights. An exception to this guideline would be when a team, group of students, or an individual may be required to participate in an activity sponsored by the conference, district, or state on a Wednesday night.

The school does not allow Sunday practice sessions, except when a varsity team, group of students, or individual is scheduled to compete or perform on a Monday. Practices scheduled for a Sunday must have the prior approval of the activities director or building principal.

### **Transportation**

All participants are expected to ride to and from away activities by means of approved school transportation.

A participant may ride home with his or her parent/guardian only if the parent/guardian personally contacts the sponsor at the activity. A participant may ride home with an adult if the participant's parent/guardian has personally contacted the principal prior to the activity and the adult personally contacts the sponsor at the activity prior to leaving with the student. If extenuating circumstances exist, a student may receive a waiver from the principal or superintendent. Parents are discouraged from requesting to take

their children home after an away contest or performance. Travel to and from an event provides time for the students to further develop a strong team concept.

### **Weight Room**

The weight room has been developed to help each athlete, student, or adult in the community maintain a level of physical fitness. No one may use the weight room or equipment without proper supervision. The school will develop a schedule for use of the weight room by athletes during the school year and during the summer months.

The weight room is a high demand area within the school facilities. The following guidelines will help determine the priorities in reference to use if more than one group desires to use the facility at the same time:

1. Physical education instruction
2. By the team sports, which are in season
3. Conditioning programs for athletes not currently out for a sport
4. Summer conditioning programs
5. Adult education

Summertime participation as set and defined by the NSAA reads as follows:

- School-sponsored camps 10 days total
- 75-minutes conditioning sessions
- Open gyms/facilities coaching and sport specific times are allowed
- School facilities and school equipment may be used per school policy
- School-issued game uniforms may not be worn

### **Yearbook Photographs**

Pictures used in the Yearbook are done by a professional photographer and cost the journalism department. Pictures in which students are making inappropriate gestures, wearing clothing which does not comply with the school's dress code, or which display any prop will not be published in the yearbook. If a photo has to be retaken because of a student or students' actions, those involved will pay for the cost of the retake.

## **SECTION TWO: AVAILABLE ACTIVITIES**

### **Athletic Teams**

Basketball (Boys and Girls), Bowling (Co-ed), Cross Country (Boys and Girls), Football, Golf (Boys and Girls), Track (Boys and Girls), Volleyball, Wrestling (Boys and Girls)

### **Art Club**

The Superior High School's Art Club provides members with leadership opportunities, enrichment in the visual arts, and community service.

### **Band**

Superior has a middle school/senior high band. This organization is called on many times during the school year to perform in Superior and at out of town events. Half-time performances at football games and various home activities demonstrate the hard work and time put forth by the participants.

### **Dance Team**

Participants are selected by the judges which are present during tryouts in the Spring. Members will attend all home and selected away athletic contests.

### **Community Service Club**

The Community Service Club promotes clean speech, clean sports, scholarship, and community service. Membership is open to all students by application.

### **Family, Career and Community Leaders of America (FCCLA)**

FCCLA is an integral part of the family and consumer science department. Members should have taken or presently be taking a family and consumer sciences class. Program emphasis for FCCLA is on leadership development, family cooperation and communication, community service and peer education.

### **Future Business Leaders of America (FBLA)**

FBLA is an integral part of the vocational business department and membership is limited to those students with at least one semester of work in the business education field. One of the primary objectives of FBLA is developing leadership and responsibility.

### **Future Farmers of America (FFA)**

FFA is an integral part of the agricultural education department and all students of that department are urged to belong. The activities include training in leadership, opportunities for travel and recreation, and safety and community service activities. Students may participate in field trips, conventions, judging contests, and hands-on experience.

### **National Honor Society**

The National Honor Society is a national organization that recognizes student character, scholarship, leadership, and service to the school.

Student members shall be selected from the junior and senior classes by the high school faculty and shall meet the following qualifications for membership:

- **Scholarship**

Per national guidelines, at a minimum, students must have a cumulative GPA of 85, B, 3.0 on a 4.0 scale, or equivalent standard of excellence.

- **Service**

This involves voluntary contributions made by a student to the school or community, done without compensation.

- **Leadership**

Student leaders are those who are resourceful, good problem solvers, and idea contributors. Leadership experiences can be drawn from school or community activities while working with or for others.

- **Character**

The student of good character is cooperative, demonstrates high standards of honesty and reliability; shows courtesy, concern, and respect for others; and generally maintains a clean disciplinary record.

**Fifteen percent of the Junior and Senior classes will be selected each year.** The results of the selection will be announced at an honors convocation.

### **Quill and Scroll**

Junior and senior students who are members of the Flashlight and yearbook staff may belong to this international journalistic organization.

### **S Club**

Any student who has lettered in any activity is eligible for membership. The purpose of the S Club is to stimulate and encourage sportsmanship and to assist in bringing about a closer bond between students in all activities.

### **Speech & One Act**

Students compete at various competitions during their official season. Two of these competitions will include the Southern Nebraska Conference and also Districts.

### **Student Council**

The purpose of this organization is to arouse the spirit of loyalty toward the school, to promote good citizenship, to sponsor school activities, to extend the spirit of good fellowship throughout the student body, to foster a spirit of cooperation between the students and faculty, and to seek to develop a spirit of cooperation, good will, and better understanding with other schools. Each high school club, society, organization, and each class is entitled to be represented on the council.

## **Student Publications**

The "Wildcat" annual is published by the Journalism class along with the help of its teacher. The annual is financed partially by funds raised from the sale of the books.

The school paper is "The Flashlight." This paper is published each three weeks by the journalism classes and their teacher. It is financed in part by advertising and subscription.

## SECTION THREE: NEBRASKA STATE ACTIVITY ASSOCIATION RULES

### Eligibility

In order to represent a high school in interscholastic athletic competition, a student must abide by eligibility rules of the Nebraska School Activities Association. Eligibility requirements are established by the NSAA in its Constitution and its Bylaws and Approved Rulings. These documents can be found online at <https://nsaahome.org/constitution-bylaws>. A summary of the major rules is given below. Contact the principal, activities director or the activity sponsor or coach for an explanation of the complete rule.

1. Students must be a *bona fide* student of their member school and have not graduated from any high school.
2. After a student's initial enrollment in grade nine, he/she shall be ineligible after eight semesters of school membership beginning with his/her enrollment in grade nine.
3. Students are ineligible if nineteen years of age before August 1 of the current school year. (Students in grades 7 or 8 may participate on a high school team if he/she was 15 years of age prior to August 1 of the current school year.)
4. Students must be enrolled in some high school on or before the eleventh school day of the current semester.
5. Students must be continually enrolled in at least twenty credit hours per semester and regular in attendance, in accordance with the school's attendance policy at the school he/she wishes to represent in interscholastic competition.
6. Students must have been enrolled and received twenty hours of credit in school the immediate preceding semester.
7. **Guardianship does not fulfill the definition of a legal parent.** If a guardian has been appointed for a student, the student is eligible in the school district where his/her legal parent(s) have their domicile. Individual situations involving guardianship may be submitted to the Executive Director for review and a ruling.
8. A student entering grade nine for the first time after being promoted from grade eight of a two-year junior high, or a three-year middle school, or entering a high school for the first time after being promoted to grade ten from a three-year junior high school is eligible. After a student makes an initial choice of high schools, any subsequent transfer, unless there has been a change of domicile by his/her parents, shall render the student ineligible for ninety school days. If a student has participated on a high school team at any level as a seventh, eight, or ninth grade student, he/she has established his/her eligibility at the high school where he/she participated. If the student elects to attend another high school upon entering ninth or tenth grade, he/she shall be ineligible for ninety school days.
9. **Student eligibility related to domicile can be attained in the following manners:**
  - a. If the change in domicile by the parents occurs during a school year, the student may remain at the school he/she is attending and be eligible until the end of the school year or transfer to a high

- school located in the school district where the parents established their domicile and be eligible.
- b. If the domicile is changed during the summer months and the student is in grade twelve and the student has attended the high school for two or more years, the student may remain at the high school he/she has been attending and retain eligibility.
  - c. If a student elects to remain at the same high school initially enrolled after being promoted from grade eight of a middle or junior high school, or grade nine of a junior high school, he/she is eligible at that school, or is eligible at a high school located within the school district in which the parents established their domicile.
  - d. **If the legal parents of a student change their domicile from one school district that has a high school to another school district that has a high school, the student shall be eligible immediately in the school district where the parents established their domicile.**
10. Nebraska transfer students whose name appears on the NSAA transfer list prior to May 1 shall be eligible immediately in the fall at the transfer high school. Those students whose name does not appear on the NSAA transfer list prior to May 1 shall be ineligible for ninety school days, with such transfers being subject to hardship waiver guidelines.
  11. Nebraska transfer students must have signed and delivered all forms necessary to make such transfer to the school in which he/she intends to enroll for the 2023-24 school year prior to May 1, 2023 for the student to be eligible, the school to which the transfer is being made must have notified the NSAA office via an NSAA online transfer form, no later than May 1, 2023. The student would become ineligible for ninety school days the next fall if the student were to change his/her mind and decide not to transfer. If such student were to transfer to the new school, but later decides to return to his/her former district before 90 school days have elapsed, such student will be ineligible in the former district for 90 school days, with the ineligibility period commencing at the start of the fall semester. Those students who did not have their enrollment forms signed, delivered, and accepted prior to May 1, 2023 shall be ineligible for ninety school days, with such transfers being subject to hardship waiver guidelines.
  12. Once the season of a sport begins, a student shall participate in practices and compete only in athletic contests/meets in that sport, which are scheduled by his/her school. Any other competition will render the student ineligible for a portion of, or all of, the season in that sport. The season of a sport begins with the first date of practice as permitted by NSAA rules
  13. If a student is participating in one sport during a sports season and decides to quit that sport and participate in another sport during the same season, the student shall be required to sit-out from competition at all levels for seven days. During this seven day sit-out period, students are permitted to practice. No student who has practiced or competed in one sport will be allowed to switch to another sport if the district or state meet in the student's former sport is in progress or has been completed or a season has ended. 2. If a student participates in two sports simultaneously during a sports season, that student

- shall become ineligible to participate in the district and/or state contest during that sports season.
14. During the season of a particular sport, athletes participating in that sport for a high school may attend, but may not physically take part, either as an individual or as a member of a team, in the sport activity in which instruction is being offered in the clinic, camp or school. (\*Refer to NSAA Bylaw 3.5.1.1 for exceptions in Swimming and Diving.)
  15. A student shall not participate on an all-star team while a high school undergraduate.
  16. A student must maintain his/her amateur status.
  17. International Transfer Student. Any high school student who transfers to a member high school of the Nebraska School Activities Association from outside the United States is considered to be an International Transfer Student.( 2.7.5.1) Schools with international transfer students who intend to participate and represent a member school in interscholastic competition must complete and submit the online NSAA International Transfer Student application prior to student participation at any level.
  18. International Transfer Eligibility. International transfer students who are participants of a CSIET-listed J-1 or F-1 non-immigrant visa program and are determined to be eligible under NSAA regulations shall be eligible immediately for varsity participation for a maximum period of 180 consecutive school days regardless of a subsequent change in visa, residency, or guardianship. The 180 consecutive school day period begins with enrollment in any NSAA high school. Regardless of grade placement, CSIET-listed J-1 or F-1 non-immigrant visa program participants are only eligible in the school district in which the student's host family lives.

### **NSAA Sportsmanship Rules**

Students must abide by the Nebraska School Activities Association Sportsmanship Rules. A complete copy of these rules can be found at <http://www.nsaahome.org/nsaaforms/pdf/manualsp.pdf>. Unsportsmanlike conduct shall include physical or verbal assault upon any participant, game official, or spectator, or any acts which may endanger the personal safety of individuals involved, or acts which hinder the normal progress of a contest or lead to the restriction or discontinuance of a contest.

**If a student, participant, patron, and/or staff member representing a member school acts in a manner constituting unsportsmanlike behavior during competition the member school and/ or individuals shall be subject to penalties. A student, participant, patron, and/or staff member may not be permitted to attend activities if involved in unsportsmanlike conduct.**

## **SECTION FOUR: CODE OF CONDUCT**

All students associated with Superior Public Schools and participating in extracurricular or school sponsored activities (including all NSAA activities) are required to avoid conduct that is detrimental to the integrity of, and public confidence in, the school. Rules promoting lawful, ethical, and responsible conduct serve the interests of all people associated with the school. Illegal and irresponsible conduct puts people at risk, tarnished the reputation of the offender and everyone else associated with the school, and undermines the public support and respect of the school district.

### **Standard of Conduct**

Participation in school-sponsored or extracurricular activities is a privilege and not a right. Participants must follow board policy, this code, and all the training rules and rules of conduct of the coaches and/or activity sponsors. Students participating in school-sponsored or extracurricular activities are held to a high standard. Students are expected to conduct themselves in a way that is lawful, responsible, promotes the values upon which the school is based, and that brings credit to themselves and the school. Students who fail to live up to the required standard of conduct are guilty of detrimental conduct and subject to discipline under all school policies, the general student code of conduct, and these Activity Participation Rules.

### **Coach and Sponsor Rules**

Coaches and/or activity sponsors shall establish training rules or rules of conduct for participation in or attendance at the activity or event. General training rules or rules of conduct shall be established prior to the activity or event. This Code shall control in the event that there is a conflict with coach or sponsor rules.

### **Prohibited Conduct**

Students in school-sponsored and/or extracurricular activities may not engage in the following conduct:

1. Receipt of a criminal citation by law enforcement for any reason.
2. Conviction of a crime in adult court or the adjudication of a criminal charge in juvenile court.
3. Any behavior that is illegal under the laws of Nebraska or the United States of America regardless of whether it results in a criminal charge or conviction.
4. Any conduct that substantially interferes with the educational process or disrupts the activity or event.
5. Possession, consumption, use, distribution, or being under the influence of alcohol, illicit drugs, tobacco, controlled substances, or any lookalike or imitations thereof; or being in the presence of alcohol, illicit drugs, controlled substances, or any lookalike or imitations thereof that are being possessed, consumed, used, or distributed by any person under twenty-one (21) years of age without parental supervision. "Lookalike or imitations" means substances such as K2 and products like electronic nicotine delivery systems, vapor pens, etc. (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 use or abuse of any substance for the purpose of inducing a condition of intoxication, stupefaction, depression, giddiness, paralysis, inebriation, excitement, or irrational behavior, or in any manner changing, distorting, or disturbing the auditory, visual, mental, or nervous processes).

6. Engaging in initiations, defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of “hazing” as defined below. Initiations are prohibited except by permission of the superintendent.
7. Engaging in hazing as defined by state law and this policy. Hazing is defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership in any school organization. Under state criminal law, hazing activities include, but are not limited to, whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with the intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act that endangers the physical or mental health or safety of any person. For purposes of school rules, hazing also includes 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; personal servitude; restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; binge drinking and drinking games; sexual simulation and sexual assault.
8. Bullying which shall include cyber-bullying, 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 emails 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; 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.

9. Using any Internet or social networking websites to make statements, post pictures, or take any other actions that are indecent, vulgar, lewd, slanderous, abusive, threatening, harassing, or terrorizing.
10. Violating any school policy, handbook provision, or a coach's or activity sponsor's training rules or rules of conduct.
11. Dressing or grooming in a manner which is (A) dangerous to the student's health and safety or a danger to the health and safety of others, (B) lewd, indecent, vulgar, or plainly offensive, (C) materially and substantially disruptive to the work and discipline of the school or an extracurricular activity, (D) interpreted to advocate the use of illegal drugs or other substances by a reasonable observer.
12. Failing to report for an activity at the beginning of a season unless excused by the coach or activity sponsor.
13. Failing to attend scheduled practices and meetings unless excused by the coach or activity sponsor.

**Such conduct is prohibited during the school year, regardless of whether it occurs on-campus or off-campus.** School year means the period commencing on the first day of fall sports practice through the last day of spring sports practice, events, or attendance at school for a given school year.

### **Discipline**

Students who violate any provision of these Activity Participation Rules may be subject to discipline up to and including expulsion from extracurricular activities and school sponsored events. (including but not limited to graduation ceremony and related activities). These disciplinary consequences and this Activity Code of Conduct are in addition to and do not prejudice, diminish, impede, or reduce any discipline that is authorized by the Nebraska Student Discipline Act, Neb. Rev. Stat. §§ 79-254 to 79-294, Board Policy, or the Student Handbook. Disciplinary action may include a probationary period and conditions that must be satisfied prior to or following reinstatement. Administrators and coaches will take the following into consideration when making disciplinary decisions:

1. Any prior or additional misconduct;
2. The nature and seriousness of the offense;
3. The motivation for the offense;
4. The amount of violence involved;
5. The student's demeanor and attitude regarding the violation;
6. The actual, threatened, or potential risk to the student and others due to the student's behavior;
7. Whether the student has compensated or will compensate the victim in the event of property damage or personal injury;
8. Whether the circumstances of the violation are likely to recur;
9. The student's willingness to participate in evaluations, counseling, or other programs;
10. Any mitigating factors;
11. Any other relevant factors.

If suspended, the student must continue to participate in practices and conditioning if they are assigned an in-school suspension at the discretion of the coach or activity sponsor. The failure to comply with the practice and conditioning requirement will make the student ineligible for reinstatement to the activity.

Additionally, students who are found to be in violation of paragraph 5 of this policy shall be subject to the following disciplinary action.

**First Violation** – Suspension from co-curricular program for designated activities for one (1) calendar year from date of finding or violation;

**Or**

Students and parents agree to participate in a school-approved program for chemical dependency. Said program must be administered by a certified alcohol and drug abuse professional and be approved by the school authorities. The student will need to successfully complete an approved chemical dependency program. Proof of successful completion of the program will be submitted in writing to the school's Activities Director. Failure to participate and successfully complete the approved chemical dependency program may cause the participating student to be suspended from co-curricular activities for one (1) calendar year from date of finding of violation. The student must also complete ten (10) hours of community service with approval from the Activities Director. The student must practice, but will not be allowed to compete, in the designated activities for two (2) calendar weeks. All costs associated with the program are to be borne by the student/parent or guardian.

**Subsequent Violations** – Upon finding of violation, the student will be suspended from all designated activities for one (1) calendar year from the date of identification of guilt.

A student who possesses, dispenses, delivers, or administers anabolic steroids shall be subject to the following sanctions:

**First Offense:** The student shall be prohibited from participating in any extracurricular activities for 30 consecutive days.

**Second or Any Subsequent Offense:** The student shall be prohibited from participating in any extracurricular activities from one (1) calendar year from date of finding of violation.

### **Evaluation, Counseling, and Treatment**

Apart from any other disciplinary procedures, students who violate any provision of these rules may be required to undergo a formal clinical evaluation at the administration's/coach's/sponsor's discretion. Based upon the results of that evaluation, the student may be encouraged or required to participate in an education program, counseling, or other treatment deemed appropriate by the evaluating professional.

### **Reporting of Incident**

Students shall report any violation of these rules to the coach, principal, or superintendent no later than 30 minutes after the beginning of the next school day after

the violation has occurred. Failure to report an incident will constitute a violation of these rules and will be taken into consideration in making disciplinary determinations under this policy.

### **Discipline Procedures**

Prior to any disciplinary action under this activities code, the following procedures shall be followed:

As used in this “Discipline Procedures” section, “Investigator” means the coach or activity sponsor of the team or activity in which the student is participating, or any teacher, school official, or school representative whom the Principal or the Superintendent has authorized to perform the duties and responsibilities of “Investigator” as described below.

1. The Investigator shall make an investigation of alleged violation and provide an opportunity for the student to present his or her version of the facts surrounding the alleged violation.
2. The Investigator shall consider all information obtained as a result of the investigation, including information obtained from the student, and shall render a decision regarding disciplinary action. Within a reasonable period of time of the Investigator’s decision, the student and his/her parent or guardian shall be given written notice of the disciplinary action taken by the Investigator.

**Review of Investigator’s Decision.** A student or the student's parents may, within five (5) school days of the notice of disciplinary action from the Investigator, notify the superintendent in writing of their request for a review of the coach or activity sponsor's determination. The superintendent or his or her designee shall review the situation and render a decision within three (3) school days from the date of the request for review. The superintendent's decision shall be in writing and shall be final.

### **Review of Coach’s Decision**

A student or the student's parents may, within 5 school days of the notice of disciplinary action from the coach or activity sponsor, notify the superintendent in writing of their request for a review of the coach or activity sponsor's determination. The superintendent or his or her designee shall review the situation and render a decision within 3 school days from the date of the request for review. The superintendent's decision shall be in writing and shall be final.

### **Misrepresentations**

Any misrepresentation of fact by a student regarding any alleged violation of these rules shall be considered a separate violation of these rules, and the student shall be subject to additional disciplinary action.

**Questions**

Any parent or student who has questions about board policy, this code, training rules or rules of conduct of coaches or activity sponsors, or their interpretation or application shall consult with the activities director and/or the superintendent.

**Assistance**

Students are encouraged to consult with their coach, an administrator, a counselor, or a teacher to obtain access to educational, counseling, and other programs and resources that may be available to help avoid misconduct that may result in discipline under this policy.

**Student Record**

Students entering grade 9 will enter with a clear record provided that any sources of ineligibility have been resolved.

## SECTION: FIVE A PARENT'S GUIDE TO CONCUSSIONS

### WHAT IS A CONCUSSION?

A concussion is a brain injury which results in a temporary disruption of normal brain function. A concussion occurs when the brain is violently rocked back and forth or twisted inside the skull as a result of a blow to the head or body. An athlete does not have to lose consciousness (“knocked-out”) to suffer a concussion.

### CONCUSSION FACTS

- It is estimated that more than 140,000 high school athletes across the United States suffer a concussion each year. (Data from NFHS Injury Surveillance System).
- Concussions occur most frequently in football, but girl’s lacrosse, girls’ soccer, boy’s lacrosse, wrestling, and girls’ basketball follow closely behind. All athletes are at risk.
- A concussion is a traumatic injury to the brain.
- Concussion symptoms may last from a few days to several months.
- Concussions can cause symptoms which interfere with school, work, and social life.
- Athletes who have symptoms from a concussion should not return to sports because they are still at risk for prolonging symptoms and further injury.
- A concussion may cause multiple symptoms. Many symptoms appear immediately after the injury, while others may develop over the next several days or weeks. The symptoms may be subtle and are often difficult to fully recognize.

### WHAT ARE THE SIGNS AND SYMPTOMS OF A CONCUSSION?

#### Signs Observed by Parents or Guardians

- Appears dazed or stunned
- Is confused about assignment or position
- Forgets an instruction
- Is unsure of game, score, or opponent
- Moves clumsily
- Answers questions slowly
- Loses consciousness (even briefly)
- Shows behavior or personality changes
- Can’t recall events prior to hit or fall
- Can’t recall events after hit or fall

#### Symptoms Reported by Athlete

- Headache or “pressure” in head
- Nausea or vomiting
- Balance problems or dizziness
- Double or blurry vision
- Sensitivity to light or noise
- Feeling sluggish, hazy, foggy, or groggy
- Concentration or memory problems
- Confusion
- Does not “feel right”

## WHAT SHOULD I DO IF I THINK MY CHILD HAS HAD A CONCUSSION?

An athlete who is suspected of having a concussion must be removed from play immediately, whether it is in a game or practice. Continuing to participate in physical activity after a concussion can lead to worsening concussion symptoms, increased risk of further injury, and even death. Parents and coaches are not expected to be able to “diagnose” a concussion, as that is the job of a medical professional. However, they must be aware of the signs and symptoms of a concussion and if they are suspicious, the child must stop playing:

### WHEN IN DOUBT – SIT THEM OUT!

Every athlete who sustains a concussion needs to be evaluated by a health care professional who is familiar with sports concussions. Parents should call their child’s physician, explain what has happened, and follow the physician’s instructions. A child who is vomiting, has a severe headache, or has difficulty staying awake or answering simple questions should be taken to the parent’s doctor or emergency room immediately.

### WHEN MAY AN ATHLETE RETURN TO PLAY FOLLOWING A CONCUSSION?

No athlete who has suffered a concussion should return to play or practice the same day. Previously, athletes were allowed to return to play if their symptoms resolved within 15 minutes of the injury. Studies have shown that the young brain does not recover quickly enough for an athlete to return to activity in such a short time.

Concerns about athletes who return to play too quickly have led state lawmakers in Oregon and Washington to pass laws stating that **no athlete shall return to play on the day he or she suffered a concussion and the athlete must be cleared by an appropriate health care professional before he or she are allowed to return to play in games or practices**. The laws also mandate that coaches receive education on recognizing the signs and symptoms of concussion.

Once an athlete is free of symptoms of a concussion and is cleared to return to play by a healthcare professional knowledgeable in the care of sports concussions, he or she should proceed with activity in a stepwise fashion to allow the brain to readjust to exertion. On average, the athlete will complete a new step each day. The return-to-play schedule should proceed as below following medical clearance:

*Step 1:* Light exercise, including walking or riding an exercise bike. No weight-lifting.

*Step 2:* Running in the gym or on the field. No helmet or other equipment.

*Step 3:* Non-contact training drills in full equipment. Weight training can begin.

*Step 4:* Full contact practice or training.

*Step 5:* Game play.

If symptoms occur at any step, the athlete should cease activity and be re-evaluated by a health care provider.

## **HOW CAN A CONCUSSION AFFECT SCHOOLWORK?**

Following a concussion, many athletes will have difficulty in school. These problems may last from days to months and often involve difficulties with short and long-term memory, concentration, and organization.

In many cases, it is best to reduce the athlete's class load after the injury. This may include staying home from school for a few days, followed by a lightened schedule for a few days or perhaps a longer period of time if needed. Decreasing the stress on the brain soon after a concussion may reduce symptoms and shorten the recovery period.

## **WHAT CAN YOU DO?**

- Both you and your child should learn to recognize the "Signs and Symptoms" of a concussion as listed above.
- Emphasize to administrators, coaches, teachers, and other parents your concerns and expectations about concussion and safe play.
- Teach your child to tell the coaching staff if he or she experiences such symptoms.
- Teach your child to tell the coaching staff if he or she suspects that a teammate has a concussion.
- Monitor sports equipment for safety, fit, and maintenance.
- Ask teachers to monitor any decrease in grades or changes in behavior that could indicate concussion.
- Report concussions that occurred during the school year to appropriate school staff. This will help in monitoring injured athletes as they move to the next season's sports.

## **OTHER FREQUENTLY ASKED QUESTIONS:**

### **Why is it so important that an athlete not return to play until they have completely recovered from a concussion?**

An athlete who has not fully recovered from an initial concussion is very vulnerable to recurrent, cumulative, and even catastrophic consequences of a second concussive injury. Such difficulties are prevented if the athlete is allowed time to recover from the concussion and return-to-play decisions are carefully made. No athlete should return to sport or other at-risk participation when symptoms of a concussion are present and recovery is ongoing.

### **Is a “CT scan” or MRI needed to diagnose a concussion?**

Diagnostic testing which includes CT (“CAT”) and MRI scans are rarely needed following a concussion. While these are helpful in identifying life-threatening brain injuries (e.g., skull fracture, bleeding, swelling), they are not normally used, even by athletes who have sustained severe concussions. A concussion is diagnosed based upon the athlete’s story of the injury and the health care provider’s physical examination.

### **What is the best treatment to help my child recover more quickly from a concussion?**

The best treatment for a concussion is rest. There are no medications that can speed the recovery from a concussion. Exposure to loud noises, bright lights, computers, video games, television and phones (including text messaging) may exacerbate the symptoms of a concussion. You should allow your child to rest as much as possible in the days following a concussion. As the symptoms decrease, you may allow increased use of computers, phone, video games, etc., but the access must be reduced if symptoms worsen.

### **How long do the symptoms of a concussion usually last?**

The symptoms of a concussion will usually go away within one week of the initial injury. You should anticipate that your child will likely be out of sports for about two weeks following a concussion. However, in some cases, symptoms may last for several weeks or even months. Symptoms such as headache, memory problems, poor concentration, and mood changes can interfere with school, work, and social interactions. The potential for such long-term symptoms indicates the need for careful management of all concussions.

### **How many concussions can an athlete have before he or she should stop playing sports?**

There is no “magic number” of concussions that determine when an athlete should give up playing contact or collision sports. The circumstances surrounding each individual injury, such as the way the injury happened and length of symptoms following the concussion are very important and must be considered when assessing the athlete’s risk for further and potentially more serious concussions. The decision to “retire” from sports is a decision best reached following a complete evaluation by your child’s primary care provider and consultation with a physician or neuropsychologist who specializes in treating sports concussion.

**I've read recently that concussions may cause long-term brain damage in professional football players. Is this a risk for high school athletes who have had a concussion?**

The issue of “chronic encephalopathy” in several former NFL players has received a great deal of media attention lately. Very little is known about what may be causing dramatic abnormalities in the brains of these unfortunate retired football players. At this time, we have very little knowledge of the long-term effects of concussions which happen during high school athletics.

In the cases of the retired NFL players, it appears that most had long careers in the NFL after playing in high school and college. In most cases, they played football for over 20 years and suffered multiple concussions in addition to hundreds of other blows to their heads. Alcohol and steroid use may also be contributing factors in some cases. Obviously, the average high school athlete does not come close to suffering the total number or sheer force of head trauma seen by professional football players. However, the fact that we know very little about the long-term effects of concussions in young athletes is further reason to carefully manage each concussion.

Adapted from [A Parent's Guide to Concussion in Sports](#), National Federation of High School Associations.

Some of this information has been adapted from the CDC's “Heads Up: Concussion in High School Sports” materials by the NFHS's Sports Medicine Advisory Committee. Please go to [www.cdc.gov/ncipc/tbi/Coaches\\_Tool\\_Kit.htm](http://www.cdc.gov/ncipc/tbi/Coaches_Tool_Kit.htm) for more information.

## SECTION SIX TITLE IX POLICY

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

### 1. **Title IX Coordinator**

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

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

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

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

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to

participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

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

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

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

2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;

2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

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

2.6.3.1.1. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the

victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

2.6.3.1.2. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.1.3. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

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

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

2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse by a person at least nineteen years of age with a person who is under sixteen years of age

2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—

2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and

2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:

2.6.4.2.1. The length of the relationship.

2.6.4.2.2. The type of relationship.

2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.

2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

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

2.6.6.2. suffer substantial emotional distress.

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

### 3. **Discrimination Not Involving Sexual Harassment.**

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

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

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

3.3. **Complaint Procedure.** All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district’s general complaint procedure.

#### 4. **Response to Sexual Harassment**

4.1. **Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District’s Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives

a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

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

**4.3. Emergency Removal.** Nothing in this policy precludes the district from removing a respondent from the district’s education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. In the event that the district so removes a respondent on an emergency basis, then the district will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

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

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

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

## 5.1. General Requirements.

- 5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.
- 5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.
- 5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
- 5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.
- 5.1.4.1. **All District Employees and Board Members.** All district employees and board members will be trained on how to identify and report sexual harassment.
- 5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:
- 5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

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

5.1.8. **Range of Supportive Measures.** The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.

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

## 5.2. **Notice of Allegations.**

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

5.2.1.1. A copy of this policy.

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

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

## 5.3. **Dismissal of Formal Complaint.**

5.3.1. The district will investigate the allegations in a formal complaint.

5.3.2. **Mandatory Dismissals.** The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint:

5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;

5.3.2.2. Did not occur in the district's education program or activity;  
or

5.3.2.3. Did not occur against a person in the United States.

5.3.3. **Discretionary Dismissals.** The district **may** dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:

5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

5.3.3.2. The respondent is no longer enrolled in or employed by the district; or

5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

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

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

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

- 5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;
- 5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);
- 5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- 5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- 5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;
- 5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;
- 5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic

format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

- 5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

5.6. **Exchange of Written Questions.** After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

#### 5.7. **Determination Regarding Responsibility**

- 5.7.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).
- 5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:
  - 5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;
  - 5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;
  - 5.7.2.3. Findings of fact supporting the determination;

- 5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;
  - 5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and
  - 5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.
- 5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.
- 5.7.4. The Title IX Coordinator is responsible for effective implementation of any remedies.

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

- 5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within three calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.
- 5.8.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:
  - 5.8.2.1. Procedural irregularity that affected the outcome of the matter;

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

5.8.3. As to all appeals, the district will:

- 5.8.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
- 5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;
- 5.8.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.
- 5.8.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
- 5.8.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and
- 5.8.3.6. Provide the written decision simultaneously to both parties.

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

5.9.1. Provides to the parties a written notice disclosing:

- 5.9.1.1. The allegations;

- 5.9.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;
  - 5.9.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and
  - 5.9.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
- 5.9.2. Obtains the parties' voluntary, written consent to the informal resolution process; and
- 5.9.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

#### **5.10. Recordkeeping.**

- 5.10.1. The district will maintain for a period of seven years records of:
- 5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;
  - 5.10.1.2. Any appeal and the result therefrom;
  - 5.10.1.3. Any informal resolution and the result therefrom; and
  - 5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.
- 5.10.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any

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

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

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

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

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

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

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

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

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

8. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

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

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

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

10.1. **Specific Circumstances.**

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

10.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance

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

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

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

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

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

## **AUTHORIZATION AND ACKNOWLEDGEMENT**

### **WARNING: SERIOUS CATASTROPHIC AND PERHAPS FATAL INJURY MAY RESULT FROM ATHLETIC PARTICIPATION**

Many forms of athletic competition result in violent physical contact among players, the use of equipment which may result in accidents, strenuous physical exertion and numerous other exposures to risk of injury. Students and parents must assess the risks involved in such participation and make their choice to participate in spite of those risks. No amount of instruction, precaution, or supervision will eliminate these risks. Students have suffered accidents resulting in death, paraplegia, quadriplegia, and other very serious permanent physical impairment while playing sports. By granting permission for your student to participate in athletic competition, you, the parent or guardian, acknowledge that such risk exists. Students will be instructed in proper techniques to be used in athletic competition and in the proper utilization of all equipment worn or used in practice and competition. Students must adhere to that instruction and utilization and must refrain from improper uses and techniques.

I understand the statement above and I understand that by allowing my student to participate in athletic events, I assume the risk that he/she may be injured, perhaps severely.

\_\_\_\_\_  
Signature of Parent

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

\_\_\_\_\_  
Printed Name of Parent

\_\_\_\_\_  
Date

### ACKNOWLEDGEMENT OF CONDUCT CODE

I understand that as a student representing the school district in activities, I am obligated to comply with the athletic handbook, including the code of conduct. **This means that I may not possess, use or be at parties in the presence of alcohol, illicit drugs, or controlled substances at any time during the school term unless I am accompanied by a parent.** I understand that if I violate the code of conduct or other rules in this handbook, I may be suspended from participation in all co-curricular activities and/or school sponsored activities or events.

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

\_\_\_\_\_  
Printed Name of Student

\_\_\_\_\_  
Date

I understand that my student is obligated by this handbook, including the statements above.

\_\_\_\_\_  
Signature of Parent

\_\_\_\_\_  
Printed Name of Parent

\_\_\_\_\_  
Date

**SUPERIOR PUBLIC SCHOOLS CONSENT FOR MEDICAL TREATMENT**

(We) (I), the parent(s) and legal guardian(s) of the above named student consent to and authorize, for the 2023-2024 school year, any representative of the district to determine need for medical treatment by any physician or dentist licensed. We also give permission for him/her to be treated with basic first-aid including over-the-counter medications, while excluding all prescription medications. Please list students and any known allergies below.

*If no allergies, please put N/A*

**Name** \_\_\_\_\_ **Allergy** \_\_\_\_\_

**Name** \_\_\_\_\_ **Allergy** \_\_\_\_\_

**Name** \_\_\_\_\_ **Allergy** \_\_\_\_\_

(We) (I) agree to pay and assume all responsibility for all medical hospital expenses and any services of an emergency nature, and charges for (my) (our) dependent(s), and that the school is not responsible for any medical hospital expenses and charges that are incurred in the medical treatment or hospitalization of (my) (our) dependent(s). A photocopy of this document shall have the same force and effect as the original.

To enable Superior Public Schools to give better service in case of an injury, we would appreciate your cooperation in providing us with the following information:

**Family Physician** \_\_\_\_\_ **Hospital of Choice** \_\_\_\_\_

**Medical Insurance Co.** \_\_\_\_\_ **Policy #** \_\_\_\_\_

(Do you have a medical card? (i.e. KanCare) **YES** \_\_\_\_\_ **NO** \_\_\_\_\_

**Emergency Contact:**

**Name** \_\_\_\_\_ **Relationship to Student** \_\_\_\_\_

**Address** \_\_\_\_\_

**Home #** \_\_\_\_\_ **Work #** \_\_\_\_\_ **Cell#** \_\_\_\_\_

During the school year you may be contacted by the school nurse to discuss your child's health or health plan needs. By signing below, I affirm that the information given on this registration form is correct to the best of my knowledge and that the school will be notified of any new or changes in your child's health conditions or medications.

Permission is hereby given for any emergency treatment, deemed necessary by medical professionals, in case of accident or illness, and the absence of parent(s) or legal guardian(s), in activities participated in by Superior Public Schools.

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

\_\_\_\_\_  
**Date**

## BCBS Quarterly Report

### Policy 2016: Participation in Insurance Program by Board Members

6/1/2024 – Matt Sullivan, Luke Meyers, Matt Bargaen, and Peggy Meyer are currently purchasing the Educators Health Alliance Blue Cross Blue Shield family plan

## 4043

### **Professional Boundaries and Appropriate Relationships Between Employees and Students**

School district employees and student teachers or interns (“employees”) are responsible for conducting themselves professionally and for teaching and modeling high standards of behavior and civic values, both at and away from school. Employees are required to establish and maintain professional boundaries with students and must have appropriate relationships with students. They may be friendly with students, but they are the students’ teachers, not their friends, and they must take care to see that this line does not become blurred. This applies to employees’ conduct and interactions with students and to material they post on personal web sites and other social networking sites including, but not limited to, Instagram, Facebook, and Twitter. The posting or publication of messages or pictures or other images that diminish an employee’s professionalism or ability to maintain the respect of students and parents may impair his or her ability to be an effective employee. Employees are expected to behave at all times in a manner supportive of the best interests of students.

**Sexual Relationships Prohibited.** Employees are prohibited from engaging in any relationship that involves sexual contact or sexual penetration with a student while the student is a current student and for a minimum of one year after the date of the student's graduation or the date the student otherwise ceases enrollment. Sexual contact has the same meaning as in section 28-318, and sexual penetration has the same meaning as in section 28-318.

**Grooming Prohibited.** Employees are prohibited from engaging in grooming with students. Grooming means building trust with a student and individuals close to the student in an effort to gain access to and time alone with the student, with the ultimate goal of engaging in sexual contact or sexual penetration with the student, regardless of when in the student’s life the sexual contact or sexual penetration would take place.

Unless an employee can clearly and convincingly demonstrate has a legitimate educational purpose, grooming behaviors is and related conduct that are a violation of this policy include, but are not limited to:

- Communicating about sex when the discussion is not required by a specific aspect of the curriculum.
- Joking about matters involving sex, using double entendre or making suggestive remarks of a sexual nature.

- Displaying sexually inappropriate material or objects.
- Making any sexual advance, whether written, verbal, or physical or engaging in any activity of a sexual or romantic nature.
- Kissing of any kind.
- Dating a student or a former student within one year of the student graduating or otherwise leaving the district.
- Intruding on a student's personal space (e.g. by touching unnecessarily, moving too close, staring at a portion of the student's body, or engaging in other behavior that makes the student uncomfortable).
- Initiating unwanted physical contact with a student.
- Communicating electronically (e.g. by e-mail, text messaging, or through social media) on a matter that does not pertain to school.
- Playing favorites or permitting a specific student to engage in conduct that is not tolerated from other students.
- Discussing the employee's personal issues or problems that should normally be discussed with adults.
- Giving a student a gift of a personal nature.
- Giving a student a ride in the employee's vehicle without first obtaining the express permission of the student's parents or a school administrator.
- Taking a student on an outing without first obtaining the express permission of the student's parents or a school administrator.
- Inviting a student to the employee's residence without first obtaining the express permission of the student's parents and a school administrator.
- Going to a student's home when the student's parent or a proper chaperone is not present.
- Repeatedly seeking to be alone with a student.
- Being alone in a room with an individual student at school with the door closed.
- Any after-school hours activity with only one student.
- Any other behavior which exploits the special position of trust and authority between an employee and student.

This list is not exhaustive. Any behavior which exploits a student is unacceptable. If in doubt, ask yourself, "Would I be doing this if my family or colleagues were standing next to me?"

**Communication Between Employees and Students.** The preferred methods for employees to communicate with students are school e-mail accounts, Schoology or another approved Learning Management System. Employees may use the following personal communication systems to

communicate with students: school e-mail accounts, SeeSaw, Google classroom, and other approved personal communication systems. A personal communication system is a device or software that provides for communication between two or more parties and is capable of receiving, displaying, or transmitting communication. Personal communication system includes, but is not limited to, a mobile or cellular telephone, an email service, or a social media platform.

Employee communications with students through a communication system generally are to be sent simultaneously to multiple recipients and not just to one student. The burden to demonstrate the appropriateness of a communication with a student only shall rest with the employee.

**Reporting a Policy Violation.** Anyone may report suspected grooming, other unacceptable employee conduct, or any violation of this policy as follows:

School District. Reports may be made to a principal, the superintendent, or the Title IX Coordinator in person, by mail, by telephone, or email.

Nebraska Department of Education. Reports may be made at: Nebraska Department of Education, Attn: Certification Investigations' Office, P.O. Box 94933, Lincoln NE 68509 or [Nde.investigations@nebraska.gov](mailto:Nde.investigations@nebraska.gov).

Nebraska Department of Health and Human Services. Reports may be made by calling the Child Abuse and Neglect Hotline at (800) 652-1999.

Law Enforcement. Reports may be made to the local police department by calling (402) 879-4407, the county sheriff at (402) 225-2831, or the Nebraska State Patrol at (800) 525-5555.

An employee is required to make a report to a principal or the superintendent if the employee reasonably believes that another employee has violated or may have violated this policy. Minor concerns or violations shall be reported within 24 hours. Major concerns or violations shall be reported immediately. Violations committed by or concerns about the superintendent shall be reported to the school board president.

A student who feels his or her boundaries have been violated should directly inform the offender that the conduct or communication is offensive and must stop. If the student does not wish to communicate directly with the offender or if direct communication has been ineffective, the student should report the conduct or communication to a teacher, administrator, counselor,

the Title IX coordinator, or other school employee with whom she or he feels comfortable.

**Retaliation Prohibited.** Retaliation for good faith reports or complaints made as a result of this policy is prohibited. Individuals who knowingly and intentionally make a false report shall be subject to discipline as provided by district policy and state law.

**Policy Violations.** Any violation of this policy by an employee may result in disciplinary action up to and including dismissal from employment and/or referral to the Nebraska Department of Education, which may result in the suspension or revocation of the employee's certificate. Any violation involving sexual or other abuse will result in referral to the Nebraska Department of Health and Human Services, law enforcement, or both.

**Policy Verification.** Employees shall verify that they have received, reviewed, and understood this policy by signing an acknowledgment document indicating the same.

**No Limits on Reports to NDE.** Nothing in this policy shall be construed to limit any certificated employee's duty to report any known violation of the standards of professional practices (Title 92, Nebraska Administrative Code, Chapter 27, commonly known as Rule 27) adopted by the Nebraska Board of Education.

Adopted on: June 11, 2018

Revised on: January 11, 2021

Reviewed on: November 8, 2021; 6/12/2023

## 5018

### Parent and Guardian Involvement In Education Practices

The school district recognizes the importance of parental and guardian involvement in the education of their children. The school district will take the following steps to ensure that the rights of parents and guardians to participate in the education of their children are preserved.

1. Parents/Guardians will be provided access, as described in district procedures, to district-approved textbooks and other curricular materials and tests used in the district upon request.
  - a. A parental request to review specific approved textbooks and other district- or building-approved curricular materials (written, visual, and audio) should be made to the principal of the building where the textbooks and curriculum materials are used.
  - b. Parents may check out textbooks and may review curricular materials such as video and audio recordings within a time frame determined by the building principal to prevent disruption of the instructional process.
  - c. A parental request to review specific standardized and criterion-referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.
2. Parents/Guardians will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.
  - a. Parents/guardians are invited to make appointments with the building principal to visit classes, assemblies and other instructional activities. The principal shall give permission after determining that parental/guardian observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, in the sole discretion of the building principal.

- b. Parents/guardians may contact the building principal to request permission to attend counseling sessions in which their child is involved.
- 3. Parents/guardians will be permitted, within district procedures, to ask that their children be excused from school experiences that parents find objectionable.
  - a. Building principals may excuse a student from any single school experience at the parent's written request.
  - b. When appropriate, alternative experiences will be provided for the student by the school.
- 4. Parents/guardians will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.
- 5. Parents/guardians will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.
- 6. Parents/guardians will be informed of the circumstances under which they may opt-out of state and federal assessments.
  - a. In accordance with federal law, at the beginning of the school year, the District shall provide notice of the right to request a copy of this policy to parents/guardians of students attending schools receiving Title I funds. The District will provide a copy of this policy to a requesting parent in a timely manner.

- b. State Assessments

State and federal law simultaneously require students to take state assessments, with few exceptions, but also permit parents or guardians to request to opt their students out of these assessments. Approval of opt out requests is contrary to the mandatory testing laws, so the District cannot "approve" the request. Parents who do not present their child for testing will result in the child receiving the lowest score possible on the assessment.

c. National Assessment of Educational Progress

As a condition of receiving federal funds, the District participates in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of students taking the NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. However, student participation in NAEP is voluntary.

The District shall provide parents/guardians of eligible students with reasonable notice prior to the exam being administered. Parents/guardians wishing to opt their students out of the NAEP assessment must notify the district in writing at least five days prior to the exam date to ensure that the District can coordinate supervision and alternative activities for students who have opted out.

7. Parents/guardians will be notified of their right to remove their children from surveys prior to district participation in surveys.
  - a. The principal must approve all surveys intended to gather information from students before they are administered to students.
  - b. Students' participation in surveys is voluntary. Parents/guardians may restrict their child from participating in any survey.

Adopted on: June 11, 2018

Revised on: January 11, 2021

Reviewed on: July 8, 2019; July 13, 2020; January 10, 2022; June 13, 2022; June 12, 2023

## **5054 Student Bullying**

**Definition of Bullying.** Nebraska statute defines bullying as “an ongoing pattern of physical, verbal or electronic abuse.” The Centers for Disease Control and Prevention defines bullying as “any unwanted aggressive behavior(s) by another youth or group of youths who are not siblings or current dating partners that involves an observed or perceived power imbalance and is repeated multiple times or is highly likely to be repeated.” The District’s administrators will consider these definitions when determining whether any specific situation constitutes bullying. These definitions includes both in-person and cyberbullying behaviors.

**Bullying Prohibited.** Students are prohibited from engaging in any form of bullying behavior.

**Reporting Bullying.** Students who experience or observe bullying behavior must immediately report what happened to a teacher or administrator. Students can use the district’s anonymous platform Safe Schools Alert to make this report. Students may always confer with their parents or guardians about bullying they experience or witness, but the students must also ultimately report the situation to a teacher or administrator.

**Bullying Investigations.** School district staff will investigate allegations of bullying using the same practices and procedures that the district observes for student disciplinary matters. In no circumstance will school district staff be deliberately indifferent to allegations of bullying.

**Disciplinary Consequences.** The disciplinary consequences for bullying behavior will depend on the frequency, duration, severity and effect of the behavior.

A student who engages in bullying behavior on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or his or her designee, or at school-sponsored activities or school-sponsored athletic events may be subject to disciplinary consequences including but not limited to long-term suspension, expulsion, or mandatory reassignment.

Without limiting the foregoing, a student who engages in bullying behavior that materially and substantially interferes with or disrupts the

educational environment, the district's day-to-day operations, or the education process, regardless of where the student is at the time of engaging in the bullying behavior, may be subject to discipline to the extent permitted by law.

**Bullying Based on Protected Class Status.** Bullying based on protected class status is unique and may require additional investigation. The appropriate district staff member or coordinator will promptly investigate bullying complaints that violate the district's antidiscrimination policies.

**Support for Students Who Have Experienced Bullying.** Regardless of where the bullying occurred, the district will consider whether victims of bullying are suffering an adverse educational impact and, if appropriate, will refer those students to the district's student assistance team.

**Bullying Prevention and Education.** Students and parents are encouraged to inform teachers or administrators orally or in writing about bullying behavior or suspected bullying behavior. School employees are required to inform the administrator of all such reports. The appropriate administrator shall promptly investigate all such reports. Each building shall engage in activities which educate students about bullying, bullying prevention and digital citizenship.

**Policy Review.** The school district shall review this policy annually.

Adopted on: June 11, 2018

Revised on: September 10, 2018; July 13, 2020

Reviewed on: June 17, 2019; July 13, 2020; February 14, 2022; June 12, 2023

## **5057**

### **District Title I Parent and Family Engagement Policy**

The school district will jointly develop with parents a School-Parent-Student Compact that outlines how the parents, school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards.

The written District Parent and Family Engagement Policy will be jointly developed and distributed to parents and family members of participating children and the local community in an understandable format and to the extent practicable, in a language the parents can understand. An annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy will be used to design evidence-based strategies for more effective parental involvement, to revise the Parent and Family Engagement Policy and to remove barriers to participation.

The school district recognizes the unique needs of students who are being served in its Title I program, and the importance of parent and family engagement in the Title I program. Parent and family engagement in the Title I Program shall include, but is not limited to:

1. An annual meeting to which all parents of participating children will be invited to inform parents of their school's participation under this part, to explain the requirements of this part, and the right of the parents to be involved. Invitations may take the form of notes sent with students or announcements in the school newsletter. Additional meetings may be scheduled, based upon need and interest for such meetings.
2. An explanation of the details for the child's and parents' participation, including but not limited to: curriculum objectives, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards, type and extent of participation, parental input in educational decisions, coordination and integration with other Federal, State, and district programs, and evaluations of progress.
3. Opportunities for participation in parent involvement activities such as training to help parents work with their children to

improve achievement. A goal of these parent activities is to provide parents with opportunities to participate in decisions relating to the education of their students, where appropriate.

4. The district will, to the extent practicable, provide parents of limited English proficiency, parents with disabilities, parents with limited literacy, are economically disadvantaged, are of a racial or minority background or parents of migratory children with opportunities for involvement in the Title I Program. Communication to parents about student progress and the district's other Title I Program communications will be provided in the language used in the home to the extent practicable. Responses to parent concerns will be provided in a timely manner.
5. Opportunities for parent-teacher conferences, in addition to those regularly scheduled by the school district, if requested by the parents or as deemed necessary by school district staff.
6. The district will coordinate and integrate parental involvement programs and activities with other programs in the community. These may include cooperation with other community programs such as Head Start and preschools and other community services such as the public library.
7. Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.

This policy shall be reviewed annually at the annual meeting where concerned parties can have a conversation about possible changes to the Parent and Family Engagement Policy.

Adopted on: June 11, 2018

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

Reviewed on: February 14, 2022; June 12, 2023