

February 13, 2023 7:00 PM

Agenda

- I. Site Committee Meeting
- II. Finance Committee Meeting
- III. Call to Order and Roll Call
- IV. Notice of Open Meetings Act - Posted
- V. Consent Agenda
 - V.A. Minutes of the Previous Month's Meetings
 - V.B. Treasurer's Report
 - V.C. Statement of Activity Fund Accounts
 - V.D. Recommendation for Bill Payment
- VI. Items From Patrons on Agenda Items
- VII. Old Business
 - VII.A. 2023-2024 School Calendar
 - VII.B. Board Approval of New Policies- 3000 Series
 - VII.C. Art Curriculum Adoption
- VIII. New Business
 - VIII.A. Discuss, consider and take all necessary action with regard to approving a reorganization plan for a boundary change with Papillion La Vista Community Schools.
 - VIII.B. Discuss, consider and take all necessary action with regard to approving a reorganization plan for a boundary change with Bellevue Public Schools.
 - VIII.C. Resignation of Jane Ingram
 - VIII.D. Light and Sound Stage Project- Discussion
- IX. Reports
 - IX.A. Human Ex Culture Survey
 - IX.B. Site Committee Report
 - IX.C. Legislative Report
 - IX.D. Student and Staff Successes
- X. Advance Planning
- XI. Executive Session- Conduct strategy session and receive legal advice regarding litigation
- XII. Adjourn



Finance Report February 2023

- Our General Fund is \$4,640,816.99. Last year's balance at this time was \$5,122,752.21. We will be watching this closely as we approach April and a larger tax-draw.
- The Building Fund is at \$2,142,772.81.
- I recently had a meeting with Horizon Bank regarding their new Money Market Account services. This would be like the NPAIT account we have used in the past.
- We have begun work on closing on the land purchased at Oak Leaf, this will likely happen in the next several weeks.
- We have two land transfers to approve in tonight's board meeting. There is a third we are working on.
- School Lunch, Bond, Depreciation, Employee Benefit, and QCPUF are all in normal ranges for this time of year as you review the cash comparisons report.

Balance as of last day of the month			
Month	2020-21	2021-22	2022-23
September	6,034,069	7,203,154	8,112,143
October	5,006,117	5,928,299	6,959,719
November	3,914,022	4,829,819	5,771,288
December	3,026,154	4,091,806	5,122,752
January	3,095,987	3,965,055	4,640,817
February	2,806,147	3,609,526	
March	2,554,360	4,682,859	
April	7,825,353	8,469,449	
May	8,690,027	9,331,252	
June	6,033,378	8,442,054	
July	5,262,218	7,873,124	
August	8,038,763	9,561,653	
Tax Draw			
Month	2020-21	2021-22	2022-23
September	1,173,235	1,045,268	489,099
October	94,660	121,624	205,285
November	205,322	176,582	202,624
December	190,129	170,001	212,434
January	1,177,144	824,674	611,027
February	721,258	827,765	
March	882,780	2,229,286	
April	6,358,946	4,539,959	
May	1,330,314	746,496	
June	437,987	257,169	
July	396,448	413,264	
August	3,884,813	3,622,650	
TOTALS	16,853,036	14,974,738	1,720,469
Receipts			
Month	2020-21	2021-22	2022-23
September	1,251,208	1,180,989	613,110
October	356,341	378,070	335,558
November	326,816	304,457	359,208
December	369,966	660,830	785,869
January	1,607,760	1,120,990	837,485
February	1,047,118	1,192,514	
March	1,142,485	2,522,602	
April	6,650,634	5,105,843	
May	2,256,725	2,284,253	
June	756,241	444,302	
July	414,981	572,810	
August	4,019,522	3,682,143	
TOTALS	20,199,797	19,449,803	2,931,230
Expenses			
Month	2020-21	2021-22	2022-23
September	1,829,100	2,020,632	2,048,547
October	1,379,545	1,656,766	1,742,126
November	1,420,710	1,402,107	1,547,096
December	1,452,755	1,399,227	1,431,119
January	3,346,561	1,247,004	1,316,215
February	1,370,401	1,544,991	
March	1,336,453	1,453,455	
April	1,381,572	1,320,026	
May	1,380,836	1,428,094	
June	1,416,291	1,332,094	
July	1,211,538	1,311,370	
August	1,236,778	1,813,719	
TOTALS	18,762,540	17,929,485	8,085,104

CASH COMPARISONS 22-23 Fiscal Year

			2020-2021	2021-22	2022-23
October	General Fund		\$ 5,006,117.43	\$5,928,299.33	\$6,959,718.55
	Emp. Benefit Fund		\$ 175,203.62	\$175,290.98	\$173,485.70
	Building Fund		\$ 855,035.78	\$1,405,246.48	\$1,987,914.91
	School Lunch		\$ 89,028.28	\$357,764.69	\$561,632.90
	Bond Fund		\$ 427,465.33	\$643,651.06	\$2,088,900.60
	Bond Fund #2		\$9,060,198.30	\$1,295,534.00	\$407,593.92
	Depreciation Fund		\$ 72,652.16	\$67,639.40	\$467,765.85
	QCPUF		\$ 5,204.17	\$333,530.11	\$363,766.04
	October Total		\$15,690,905.07	\$10,206,956.05	\$13,010,778.47
November	General Fund		\$ 3,914,021.69	\$4,829,819.35	\$5,771,287.98
	Emp. Benefit Fund		\$ 175,211.00	\$175,298.66	\$173,499.96
	Building Fund		\$ 850,907.04	\$1,382,649.29	\$2,006,192.34
	School Lunch		\$ 148,690.03	\$376,293.70	\$551,346.14
	Bond Fund		\$ 11,951.19	\$645,210.14	\$455,045.68
	Bond Fund #2		\$8,666,907.88	\$1,770,782.07	\$278,290.23
	Depreciation Fund		\$ 72,655.24	\$67,642.37	\$467,804.30
	QCPUF		\$ 6,442.66	\$113.20	\$26,707.48
	November Total		\$13,846,786.73	\$9,247,808.78	\$9,730,174.11
December	General Fund		\$ 3,026,153.76	\$4,091,806.29	\$5,122,752.21
	Emp. Benefit Fund		\$ 175,218.50	\$175,306.10	\$173,514.70
	Building Fund		\$ 855,551.96	\$1,359,464.09	\$2,024,442.28
	School Lunch		\$ 168,446.49	\$393,310.70	\$555,574.95
	Bond Fund		\$ 13,167.12	\$2,724.30	\$467,439.87
	Bond Fund #2		\$8,261,988.45	\$632,939.78	\$109,972.91
	Depreciation Fund		\$ 72,658.32	\$67,645.24	\$467,844.03
	QCPUF		\$ 7,561.67	\$720.88	\$28,730.54
	December Total		\$12,580,746.27	\$6,723,917.38	\$8,950,271.49
January	General Fund		\$ 3,085,986.66	\$3,965,055.83	\$4,640,816.99
	Emp. Benefit Fund		\$ 175,225.46	\$175,317.72	\$173,536.09
	Building Fund		\$ 1,023,699.92	\$1,495,568.29	\$2,142,772.81
	School Lunch		\$ 172,026.04	\$450,689.66	\$599,811.62
	Bond Fund		\$ 50,842.85	\$102,509.99	\$532,983.96
	Bond Fund #2		\$ 5,857,511.59	\$9,400,283.16	\$1,120,459.04
	Depreciation Fund		\$ 72,661.21	\$67,649.73	\$467,901.71
	QCPUF		\$ 30,478.21	\$17,183.78	\$39,566.01
	December Total		\$10,468,431.94	\$15,674,258.16	\$9,717,848.23

**Expenditure Report by Function/Object -
Summary**

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1/30/2023

User ID: RLK

Function Number		Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM
01	GENERAL FUND					
1100	REGULAR INSTRUCTIONAL PROGRAMS	9,258,763.00	669,293.83	3,842,680.70	41.76	5,416,082.30
1125	REGULAR INSTRUCTIONAL PROGRAMS SCHOOL AG	110,215.00	9,139.79	45,698.94	41.69	64,516.06
1150	LIMITED ENGLISH PROF PROGRAMS	10,000.00	0.00	0.00	0.00	10,000.00
1160	PROVERTY PROGRAMS	78,866.00	11,818.93	59,262.03	75.14	19,603.97
1200	SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS	1,779,212.00	113,942.03	670,981.57	37.72	1,108,230.43
1291	SPED AGES 3-5	91,084.00	4,162.45	33,353.06	36.62	57,730.94
1292	SPED AGES 0-2	0.00	0.00	22.98	0.00	(22.98)
1295	EARLY CHILD SP ED INST PROGRAMS	0.00	342.63	1,522.76	0.00	(1,522.76)
1300	SUMMER SCHOOL	40,809.00	0.00	3,767.94	9.23	37,041.06
2120	GUIDANCE SERVICES	417,968.00	34,388.84	173,176.18	41.43	244,791.82
2130	HEALTH SERVICES	299,108.00	15,707.53	113,308.95	37.88	185,799.05
2131	HEALTH SERVICES-SPED SA	90,000.00	0.00	4,472.16	4.97	85,527.84
2141	PSYCHOLOGICAL SERVICES SPED SCHOOL AGE	181,725.00	9,195.66	47,206.93	25.98	134,518.07
2142	PSYCHOLOGICAL SERVICES SPED AGE 3-5	0.00	472.93	2,364.65	0.00	(2,364.65)
2151	SPEECH & AUDIOLOGY SERV SPED SCHOOL AGE	280,655.00	23,189.82	117,045.25	41.70	163,609.75
2152	SPEECH & AUDIOLOGY SERV SPED AGE 3-5	61,104.00	4,105.28	21,260.09	34.79	39,843.91
2153	SPEECH & AUDIOLOGY SERV SPED AGE 0-2	60,864.00	4,105.28	20,716.50	34.04	40,147.50
2161	OT SERVICES SPED SCHOOL AGE	15,000.00	750.50	5,020.90	33.47	9,979.10
2162	OT SERVICES SPED AGE 3-5	15,000.00	79.00	5,293.00	35.29	9,707.00
2163	OT SERVICES SPED AGE 0-2	15,000.00	355.50	3,950.00	26.33	11,050.00
2171	PT SERVICES SPED SCHOOL AGE	15,000.00	98.75	2,231.75	14.88	12,768.25
2172	PT SERVICES SPED AGE 3-5	15,000.00	533.25	3,458.31	23.06	11,541.69
2173	PT SERVICES SPED AGE 0-2	15,000.00	177.75	908.50	6.06	14,091.50
2181	VISION SERVICES SPED SCHOOL AGE	15,000.00	0.00	0.00	0.00	15,000.00
2190	OTHER PUPIL SUPPORT SERVICES	626,734.00	51,707.25	250,854.68	40.03	375,879.32
2210	IMPROVEMENT OF INSTRUCTION	264,195.00	22,163.97	117,881.04	58.24	146,313.96
2213	INST STAFF TRAINING	0.00	0.00	0.00	0.00	0.00
2220	LIBRARY/MEDIA SERVICES	297,683.00	20,514.30	115,195.64	38.70	182,487.36
2230	INSTRUCTION-RELATED TECHNOLOGY	0.00	0.00	0.00	0.00	0.00
2310	BOARD OF EDUCATION	60,000.00	7,101.82	20,253.00	33.76	39,747.00
2320	EXECUTIVE ADMINISTRATION	306,261.00	19,778.49	103,988.05	33.95	202,272.95
2330	DISTRICT LEGAL SERVICES	45,000.00	1,605.79	21,669.11	48.15	23,330.89
2410	OFFICE OF PRINCIPAL	1,138,342.00	86,867.17	476,144.59	41.83	662,197.41
2510	GENERAL ADMIN-BUSINESS SERVICE	680,298.00	25,184.75	409,005.66	60.12	271,292.34
2520	PURCH, WARE, AND DIST SERVICES	0.00	0.00	0.00	0.00	0.00
2560	PUBLIC INFO SERVICE	115,605.00	9,155.29	49,362.47	42.70	66,242.53
2610	SUPPORT SERVICES OPERATION OF BUILDING	1,090,405.00	82,350.33	405,978.92	37.23	684,426.08
2620	SUPPORT SERVICES-MAINT OF BUILDING	479,706.00	17,926.02	127,803.87	26.64	351,902.13
2630	CARE & UPKEEP OF GROUNDS	0.00	16,440.25	41,361.16	0.00	(41,361.16)
2640	CARE & UPKEEP OF EQUIPMENT	0.00	0.00	125.83	0.00	(125.83)
2650	VEHICLE OPP, ACQUISITION AND MAINTENANCE	17,000.00	0.00	1,300.92	7.65	15,699.08
2660	SECURITY	117,000.00	14,680.85	45,955.81	39.28	71,044.19
2670	SAFETY	0.00	0.00	0.00	0.00	0.00
2710	VEHICLE OPP & PURCH REG ED	7,500.00	0.00	10,799.50	143.99	(3,299.50)
2712	VEHICLE OPP & PURCH SCHOOL AGE SPED	3,000.00	0.00	0.00	0.00	3,000.00
2790	OTHER TRANS REG STUDENTS	610,000.00	0.00	195,548.94	32.06	414,451.06
2791	OTHER TRANS LLC	10,000.00	0.00	0.00	0.00	10,000.00
2792	OTHER TRANS SCHOOL AGE SPED	208,000.00	0.00	35,393.83	17.02	172,606.17
2793	OTHER TRANS AGE 0-5 SPED	50,000.00	0.00	34,420.08	68.84	15,579.92
3535	HIGH ABILITY LEARNERS	26,853.00	3,146.54	17,475.36	65.08	9,377.64
3590	EXTENDED LEARNING OPP GRANT	0.00	263.26	11,596.70	0.00	(11,596.70)
5000	DEBT SERVICES	1,000,000.00	0.00	0.00	0.00	1,000,000.00
6200	TITLE I, PART A ESSA IMP BASIC BY LOCAL	97,287.00	7,705.75	39,192.76	40.63	58,094.24

**Expenditure Report by Function/Object -
Summary**

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1/30/2023

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Function Number	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM
6310 TITLE II, PART A ESSA SUPP EFF INSTUCT	16,526.00	2,359.65	9,324.87	56.43	7,201.13
6406 IDEA PRESCHOOL(619) BASE ALLOC	21,155.00	975.62	9,594.63	45.35	11,560.37
6408 6408	250,925.00	19,558.67	97,793.35	38.97	153,131.65
6412 IDEA PART B PROPORTIONATE SHARE	4,064.00	458.29	2,291.44	56.38	1,772.56
6421 ARP IDEA E/P	0.00	0.00	0.00	0.00	0.00
6422 ARP IDEA PART B	0.00	0.00	0.00	0.00	0.00
6423 ARP IDEA PROPORTIONATE SHARE	0.00	0.00	0.00	0.00	0.00
6700 FED VOC & APP TECH ED (CARL PERKINS)	7,800.00	61.32	306.60	3.93	7,493.40
6969 TITLE IV, PART A ESSA	10,000.00	0.00	9,492.26	94.92	507.74
6998 ESSER III	135,000.00	7,173.58	8,557.01	6.34	126,442.99
8000 TRANSFERS (OUTGOING)	50,000.00	0.00	0.00	0.00	50,000.00
01 GENFRAI FUND	20,611,712.00	1,319,038.71	7,846,371.23	38.36	12,765,340.77

**Expenditure Report by Function/Object -
Summary**

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1/30/2023

User ID: RLK

Function Number	Revised Budget	Expended During Month	Expenditures to Date	% of Budget	Balance at EOM
Grand Total:	20,611,712.00	1,319,038.71	7,846,371.23	38.36	12,765,340.77

Board of Education Regular Meeting
South Sarpy County School District 46
Monday, January 9, 2023 7:00 PM

The Finance Committee started at 6:30p.m. Wichman, Fisher, Guenther were present. Current construction projects and finance reports were reviewed by the committee. Discussion of the bills took place. The committee meeting adjourned at 6:50 p.m.

A meeting of the Board of Education of Springfield Platteview Community Schools. South Sarpy County School District 46, in the County of Sarpy, in the State of Nebraska, was convened in open and public session at 7:00 p.m., Monday, January 9, 2023, at the District Board Office, Central Services Building. Present: Kyle Fisher, Brian Osborn, Lisa Roseland, Brian Wichman, Brenda Guenther, Lee Smith. Absent: None.

Lee Smith, Brian Osborn and Kyle Fisher read aloud the oath of office as new or re-elected Board members.

Notice of the meeting and committee meetings were given in advance thereof by posting in at least five public places as shown by the certificate of posting notice attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Education, and a copy of their acknowledgment of receipt of notice and the agenda was communicated in the advance notice and in the notice to the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. Statute 84-1407 to 84-1414 require that the Open Meetings Act be posted in the meeting room. Vice President Wichman informed the board and the public that the Act is located on the west wall of the board room.

Board Reorganization for 2023 was chaired by Superintendent Dr. Saunders.

Nominations for Board President were opened. Osborn nomination Wichman. There were no other nominations. Wichman was elected Board President for 2023.

Nominations for Board Vice President were opened. Roseland nominated Guenther and then withdrew the nomination. Wichman nominated Fisher. There were no other nominations. Fisher was elected Board Vice President for 2023.

Nominations for Board Secretary were opened. Fisher nominated Guenther. There were no other nominations. Guenther was elected Board Secretary for 2023.

Nominations for Board Treasurer were opened. Osborn nominated Rosland. Roseland nominated Osborn. Fisher nominated Smith. After a first vote of 2-2-2, Osborn was elected Board Treasurer for 2023 by a vote of 3-2-1.

Vice President Fisher was delegated to appoint members to the standing committees for 2023.

Board members appointed Guenther and Fisher to serve on the SPCS Educational Foundation Board.

Action to identify Sarpy County Guide and News, Gretna Guide and News, The Papillion Times, and the Omaha World Herald or any other newspaper which has general circulation within the district as the legal publications for Springfield Platteview Community Schools in 2023 passed with a motion by Guenther and a second by Roseland. Vote: Yays-Fisher, Guenther, Osborn, Roseland, Smith, Wichman. Nays- none.

Motion to designate Horizon Bank (Formerly known as SPRINGFIELD STATE BANK) as

the official depository and district financial institution in 2023 passed with a motion by Roseland and a second by Fisher. Vote: Yays- Fisher, Guenther, Osborn, Roseland, Smith, Wichman. Nays- none.

The Board appointed Fisher and Guenther as M.A.B.E representatives for 2023.

The Board appointed Fisher as the NASB Government relations representative for 2023.

Superintendent Dr. Saunders asked the Board to review the conflict of interest policies presented.

Action to approve the Consent Agenda as presented passed with a motion by Guenther and a second by Roseland. Vote: Yays- Fisher, Guenther, Osborn, Roseland, Smith, Wichman. Nays-none.

There were no items from patrons on agenda items.

Dr. Saunders presented a summary and update on the ESSER III spending plan.

Curriculum Director Heidi Zierott discussed the upcoming adoption of the new Art Curriculum.

Board member Fisher updated the Board on the new Legislative committees for the 2023 session.

Dr. Saunders gave the board an update on the current building renovations.

Dr. Saunders discussed a timeline for the upcoming food service Request For Proposal.

Board Principals updated the board on student and staff successes for the month.

Board members reviewed their upcoming schedule of meetings, trainings, and conventions. Significant school calendar items were also discussed.

Action to enter into executive session at 8:10 p.m. for the purpose of to conduct strategy session and receive legal advice regarding litigation passed with a motion by Guenther and a second by Fisher. Vote: Yays- Fisher, Guenther, Osborn, Roseland, Smith, Wichman. Nays- none. Action to leave Executive Session at 8:35 p.m passed with a motion by Roseland and a second by Guenther. Vote: Yays- Fisher, Guenther, Osborn, Roseland, Smith, Wichman. Nays-none.

Action to adjourn the meeting at 8:35 p.m. passed with a motion by Roseland and a second by Guenther. Vote: Yays- Fisher, Guenther, Osborn, Roseland, Smith, Wichman. Nays-none.

Board of Education Work Session
South Sarpy School District 46
Monday, January 23, 2023 7:00 PM

The Policy Committee started at 6:34 p.m. Guenther, Smith and Wichman were present. The committee reviewed policies for the new KSB model. The committee adjourned at 6:57p.m.

A meeting of the Board of Education of Springfield Platteview Community Schools, South Sarpy School District 46, in the County of Sarpy, in the State of Nebraska, was convened in open and public session at 7:05 p.m., Monday, January 23, 2023, at the District Board Office, Central Services Building. Present: Kyle Fisher, Brenda Guenther, Brian Osborn, Lisa Roseland, Lee Smith, Brian Wichman. Absent: None.

Notice of the meeting was given in advance thereof by posting in at least five public places as shown by the certificate of posting notice attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Education, and a copy of their acknowledgment of receipt of notice and the agenda was communicated in the advance notice and in the notice to the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. Statute 84- 1407 to 84-1414 require that the Open Meetings Act be posted in the meeting room. President Wichman informed the board and the public that the Act is located on the west wall of the board room.

There was no public comment.

The new Board Committee members for 2023 were presented.

The Board reviewed upcoming land transfers to Bellevue Public Schools and Papillion La-Vista Community Schools.

Long term planning of the upcoming Oak Leaf Development was discussed.

Negative lunch account balance processes were discussed.

The Board reviewed the draft of the 2023-2024 SPCS school calendar.

Superintendent Dr. Saunders gave an update on the Legislative Conference and Session.

Board members reviewed their upcoming schedule of meetings, trainings, and conventions. Significant school calendar items were also discussed.

Action to enter into executive session at 8:24 p.m. for the purpose of ,for the protection of the public interest and for the prevention of needless injury to the reputation of an individual passed with a motion by Fisher and a second by Guenther. Vote: Yays- Fisher, Guenther, Osborn, Roseland, Smith, Wichman. Nays-none. The Executive Session ended at 8:40p.m.

Action to adjourn the meeting at 8:51 p.m passed with a motion by Roseland and a second by Guenther. Vote: Yays- Fisher, Guenther, Osborn, Roseland, Smith, Wichman. Nays- none.

SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS

Treasurer's Report

For the month ended January 31, 2023

General Fund Now Account			
Bank Balance: Beginning of Reporting Period			\$ 624,945.29
Deposits:			
Springfield State Bank - Interest	\$ 85.35		
Transfer from Depreciation Fund	\$ -		
Transfers from Investment Account	\$ 1,314,198.74		
Transfers from Bond Fund	\$ -		
Transfer from QCPUF	\$ -		
Transfers from Lunch Fund Investment	\$ -		
Transfers from Building #2 (Bond #2)	\$ -		
Transfers from Building Fund Investment	\$ -		\$ 1,314,284.09
			\$ 1,939,229.38
Disbursements			
			\$ 1,367,253.19
Bank Balance: End of Reporting Period			\$ 571,976.19
Outstanding Checks: End of Reporting Period			\$ 195,776.98
NOW Account Balance: End of Reporting Period			\$ 376,199.21
General Fund Investment Account			
Available Balance: Beginning of Reporting Period			\$ 4,743,270.53
Deposits:			
Springfield State Bank - Interest	\$ 570.44		
Sarpy County Treasurer - Local Taxes	\$ 438,433.82		
Sarpy- MVT	\$ 169,018.59		
Sarpy-ProRate M/V	\$ 3,574.91		
Sarpy-Homestead	\$ -		
State Aid	\$ 117,233.00		
Perkins Grant	\$ -		
Medicaid	\$ -		
Federal- IDEA SPED, Title, Perkins, HAL	\$ 105,335.87		
County Fines/City Fees/ Liquor Licenses	\$ 1,881.10		
Summer School/ Preschool payments	\$ 1,200.00		
Refunds/ Reimbursements/ Donations	\$ 66.95		
iPad Fees and Insurance	\$ 170.00		
			\$ 837,484.68
			\$ 5,580,755.21
Disbursements			
Transfers to General Fund NOW	\$ 1,314,198.74		
Administrative Revolving	\$ 1,831.82		
Transfer to Depreciation	\$ -		
Returned checks/ fees/ overpayment	\$ -		
Bank and other Service Charges	\$ 184.90		\$ 1,316,215.46
Investment Account Balance: End of Reporting Period			\$ 4,264,539.75
General Fund Administrative Revolving Account			

Available Balance: Beginning of Reporting Period		\$	468.03
Deposits:			
Transfers From General Fund Investment Acc't	\$	1,831.82	
		\$	1,831.82
		\$	2,299.85
Disbursements		\$	1,871.82
Bank Balance: End of Reporting Period		\$	428.03
Outstanding Checks: End of Reporting Period		\$	350.00
Admin. Revolving Account Balance: End of Reporting Period		\$	78.03
General Fund Administrative Revolving Account		\$	78.03
General Fund NOW Account		\$	376,199.21
General Fund Investment Account		\$	4,264,539.75
TOTAL GENERAL FUND BALANCE		\$	4,640,816.99
<u>Employee Benefit Fund</u>			
Available Balance: Beginning of Reporting Period		\$	173,522.36
Deposits:			
Springfield State Bank - Interest	\$	21.39	
Transfers From General Fund Investment Acc't	\$	-	
Bank Balance: End of Reporting Period		\$	173,543.75
Certificate of Deposit			
Available Balance: End of Reporting Period		\$	173,543.75
Disbursements		\$	-
Outstanding Checks: End of Reporting Period		\$	7.66
TOTAL EMPLOYEE BENEFIT BALANCE		\$	173,536.09
<u>Special Building Fund #1 Account</u>			
Available Balance: Beginning of Reporting Period		\$	2,024,442.28
Deposits:			
Springfield State Bank - Interest	\$	259.27	
Sarpy County Treasurer - Local Taxes	\$	110,345.78	
Sarpy-Carlina Tax	\$	-	
Sarpy-ProRate M/V	\$	773.68	
Sale of Furniture/Equipment	\$	13,920.00	\$
			\$
			2,149,741.01
Disbursements		\$	6,968.20
Available Balance: End of Reporting Period		\$	2,142,772.81
TOTAL SPECIAL BUILDING FUND BALANCE		\$	2,142,772.81
<u>School Lunch Investment Account</u>			
Available Balance: Beginning of Reporting Period		\$	555,719.60
Deposits:			
Springfield State Bank - Interest	\$	70.96	
Hot Lunches	\$	29,967.10	

State/Federal Aid	\$	14,236.06		
KidsCare Reimbursement/ Other	\$	-	\$	44,274.12
			\$	599,993.72
Disbursements				
Returned checks debit/fees	\$	37.45		
			\$	37.45
Bank Balance: End of Reporting Period			\$	599,956.27
Outstanding Checks: End of Reporting Period			\$	144.65
Available Balance: End of Reporting Period			\$	599,811.62
TOTAL SCHOOL LUNCH FUND BALANCE			\$	599,811.62
<u>Bond Fund #1 Investment Account</u>				
Available Balance: Beginning of Reporting Period			\$	467,439.87
Deposits:				
Springfield State Bank - Interest	\$	63.55		
Sarpy County Treasurer - Local Taxes	\$	64,874.50		
Sarpy County-ProRate M/v	\$	606.04		
			\$	65,544.09
			\$	532,983.96
Disbursements			\$	-
Outstanding Checks: End of Reporting Period			\$	-
Available Balance: End of Reporting Period			\$	532,983.96
TOTAL BOND FUND BALANCE			\$	532,983.96
<u>Building Fund #2 Investment Account (Series 2020 Bond)</u>				
Available Balance: Beginning of Reporting Period			\$	111,409.10
Deposits:				
Springfield State Bank - Interest	\$	45.22		
Bond Proceeds	\$	1,296,467.00	\$	1,296,512.22
			\$	1,407,921.32
Disbursements			\$	287,462.28
Outstanding Checks: End of Reporting Period			\$	-
Available Balance: End of Reporting Period			\$	1,120,459.04
TOTAL BLDG. FUND #2 BALANCE (2020)			\$	1,120,459.04
<u>Depreciation Fund Account</u>				
Available Balance: Beginning of Reporting Period			\$	467,844.03
Deposits:				
Springfield State Bank - Interest	\$	57.68		
Transfers from General Fund	\$	-	\$	57.68
			\$	467,901.71
Disbursements	\$	-	\$	-

Available Balance: End of Reporting Period			\$ 467,901.71
TOTAL DEPRECIATION FUND BALANCE			\$ 467,901.71
<u>QCPUF Fund Account</u>			
Available Balance: Beginning of Reporting Period			\$ 28,730.54
Deposits:			
Sarpy County-Real Estate Taxes	\$ 10,737.74		
Sarpy County-Carline Tax	\$ -		
Sarpy-ProRate M/V	\$ 93.21		
Springfield State Bank - Interest	\$ 4.52	\$ 10,835.47	
		\$ 39,566.01	
Disbursements			
Outstanding Checks: End of Reporting Period		\$ -	
Available Balance: End of Reporting Period		\$ 39,566.01	
TOTAL QCPUF FUND BALANCE			\$ 39,566.01



P.O. BOX 1507, GRAND ISLAND, NE 68802-1507

Address Service Requested

ACCOUNT :
DOCUMENTS :

XXXXXX7773
0

PAGE : 1
12/30/2022



SARPY COUNTY SCHOOL DIST 0046
14801 S 108TH ST
SPRINGFIELD, NE 68059-4925

1-5PTS-DDAs-03 221231
001-001-006085 000425774

Business Checking ACCOUNT XXXXXX7773

		LAST STATEMENT 11/30/22	21,642.42
AVG AVAILABLE BALANCE	21,642.42	CREDITS	.00
AVERAGE BALANCE	21,642.42	DEBITS	.00
		THIS STATEMENT 12/30/22	21,642.42
TOTAL DAYS IN STATEMENT PERIOD 12/01/22 THROUGH 12/30/22:			30

- END OF STATEMENT -



BANK STATEMENT



402-786-2555 WAVERLY 402-879-4788 SUPERIOR 308-345-1744 McCOOK 402-253-2222 SPRINGFIELD horizonbankne.com

SPRINGFIELD PLATTEVIEW COMM STUDENT FEE ACCOUNT 14801 S 108TH ST SPRINGFIELD NE 68059

YOUR ACCOUNT TYPE IS: COMP FREE BUSINESS

Table with columns: CHECKING SUMMARY, ACCOUNT 04-151-129, PIECES 0, WITHDRAWALS, DEPOSITS, BALANCE. Rows include PREV STATEMENT BALANCE (12/31/22) 245.97, INTEREST PAID, STATEMENT BALANCE (01/31/23) 245.97.

AVERAGE COLLECTED BALANCE FOR STATEMENT PERIOD ... 245.97

Table with columns: DAILY BALANCES, ACCOUNT 04-151-129, 12/31 245.97, 01/31 245.97.



Check Reconciliation Report

Batch Description: JAN 2023 STUDENT FEE
Checking Account: 12

Student Fees Account

Processing Month: 01/2023

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>	
	Statement Balance	01/31/2023	245.97	
<u>Statement Balance</u>	<u>Outstanding Total</u>	<u>Balance on Books</u>	<u>Cash Account Balance</u>	<u>Difference</u>
245.97	0.00	245.97	245.97	0.00

Cleared Automatic Payment Total:
Cleared Checks Total:
Cleared Direct Deposit Total:
Cleared Void Total:
Cleared Cash Receipt Total:
Cleared Manual Journal Entries Total:
Cleared Sales Journal Total:

402-786-2555
WAVERLY

402-879-4788
SUPERIOR

308-345-1744
McCOOK

402-253-2222
SPRINGFIELD

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SPRINGFIELD PLATTEVIEW COMM
ADMINISTRATIVE REVOLVING ACCT
14801 S 108TH ST
SPRINGFIELD NE 68059

PAGE 1

YOUR ACCOUNT TYPE IS: COMP FREE BUSINESS

CHECKING SUMMARY	ACCOUNT 04-171-468	PIECES 1		
		WITHDRAWALS	DEPOSITS	BALANCE
PREV STATEMENT BALANCE (12/31/22)				468.03
1 DEPOSITS / CREDITS			1,831.82	
INTEREST PAID				
2 CHECKS / DEBITS	1,871.82			
STATEMENT BALANCE (01/31/23)				428.03

AVERAGE COLLECTED BALANCE FOR STATEMENT PERIOD ... 741.55

DEPOSITS / CREDITS	ACCOUNT 04-171-468	
01/18/23	INTERNET BANKING TRANSFER	1,831.82

CHECKS / DEBITS	ACCOUNT 04-171-468	
01/15	40.00 SAFE DEP BOX 01/23* 5920	1831.82 CUSTOMER CHE

DAILY BALANCES	ACCOUNT 04-171-468	
12/31	468.03	01/15 428.03
		01/18 2259.85
		01/23 428.03
		01/31 428.03

-----	AUTOMATIC TRANSACTIONS	-----	DEBITS	CREDITS
01/15/23	SAFE DEPOSIT BOX RENT # SPF40		40.00 ✓	
01/18/23	Transfer from DDA **534 to DDA **468			1831.82 -

SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS
 ADMINISTRATIVE REVOLVING ACCOUNT
 05-0686069
 14801 S 108TH ST
 SPRINGFIELD, NE 68059

5920
 76-13681049

1-17 20 23

Pay TO THE ORDER OF Sgt. Patters Case Italian \$ 1831.82 ¹⁰⁰/₁₀₀

One thousand eight hundred thirty one and 82/100 DOLLARS

SPRINGFIELD PLATEVIEW COMMUNITY SCHOOLS
 14801 S 108TH ST
 SPRINGFIELD, NE 68059

for Holiday Luncheon
Gindy Richards

⑈005920⑈ ⑆⑆049⑆3682⑆4⑆1⑆ ⑆468⑈

DATE (Do Printed for Record Copy)

5920

1/23/2023

1831.82

CHECKS OUTSTANDING				
DATE OR NUMBER	AMOUNT	DATE OR NUMBER	DATE OR NUMBER	AMOUNT
TOTAL				

CHECKBOOK RECONCILIATION		
ENTER BALANCE THIS STATEMENT	\$	
ADD RECENT DEPOSITS (NOT CREDITED ON THIS STATEMENT)	\$	
SUBTOTAL	\$	
SUBTRACT TOTAL CHECKS OUTSTANDING	\$	
BALANCE	\$	

BALANCE should agree with your checkbook balance after deducting charges and adding credits not shown in your checkbook but included on this statement as follows:

Interest - Add Overdraft - Deduct Automatic Payment - Deduct Automatic Advance - Add Service Charge - Deduct

If your checkbook and statement do not balance, have you:

- Accounted for bank charges?
 Verified additions and subtractions in your checkbook?
 Compared cancelled checks to check stub?
 Compared deposit amounts on statement to your checkbook?

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Call us at the telephone number listed on front of statement or write to us at Horizon Bank, PO Box 447, Waverly, NE 68642, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

YOUR CASH RESERVE ACCOUNT SUMMARY OF RIGHTS IS OUTLINED BELOW

This is a summary of your rights; a full statement of your rights and our responsibilities under the Federal Fair Credit Billing Act will be sent to you both upon request and in response to a billing error notice.

Your Cash Reserve Account is operated in conjunction with your Demand Deposit Account. Any charges for your checking account will be made to the Demand Deposit Account and they will be the same charges as are made for Demand Deposit Accounts not operated in conjunction with Cash Reserve Accounts. The following information thus applies only to loans made to you under your Cash Reserve Account line of credit.

Balance Subject to Interest Rate: We figure the interest charge (for Home Equity Lines of Credit this may be a portion of the finance charge) on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new advances, and subtract any payments or credits and any unpaid interest or other finance charges. This gives us the daily balance. Please contact us at the telephone number listed on the front of this statement if you have further questions on how we compute the finance charge.

You may pay off your Cash Reserve Account loan balance at any time, or make voluntary additional payments. Payments shall be applied, first to any unpaid interest and finance charges, and second the principal loan balance outstanding in your Cash Reserve Account. Periodic statements may be sent to you at the end of each billing cycle showing your Cash Reserve Account loan transactions.

Send payments and inquiries to address shown on front of this statement. Payments must be received by 3:00 p.m. to be credited on that business day. Payments received after 3:00 p.m. are credited on the next business day.

**The following section is for Consumer Cash Reserve and Consumer Home Equity Lines of Credit
What To Do If You Think You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at:

Horizon Bank
PO Box 447, Waverly, NE 68462

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** if you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing* [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Horizon Bank
PO Box 447, Waverly, NE 68462

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Check Reconciliation Report

Batch Description: JAN 2023 ADMIN REVOLVING RECON
 Checking Account: ADMINREV ADMINISTRATIVE REVOLVING

Processing Month: 01/2023

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
	Statement Balance	01/31/2023	428.03

Outstanding Checks

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
5886	CITY OF SPRINGFIELD	09/07/2021	150.00
5910	NHSSCA	05/06/2022	200.00
	Total:		<u>350.00</u>

<u>Statement Balance</u>	<u>Outstanding Total</u>	<u>Balance on Books</u>	<u>Cash Account Balance</u>	<u>Difference</u>
428.03	(350.00)	78.03	78.03	0.00

Cleared Automatic Payment Total:	40.00
Cleared Checks Total:	1,831.82
Cleared Direct Deposit Total:	
Cleared Void Total:	
Cleared Cash Receipt Total:	1,831.82
Cleared Manual Journal Entries Total:	
Cleared Sales Journal Total:	

402-786-2555
WAVERLY

402-879-4788
SUPERIOR

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McCOOK

402-253-2222
SPRINGFIELD

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SPRINGFIELD PLATTEVIEW COMM
PLATTEVIEW EARLY EDUCATION CENTER
14801 S 108TH ST
SPRINGFIELD NE 68059

PAGE 1

YOUR ACCOUNT TYPE IS: COMP FREE BUSINESS

CHECKING SUMMARY	ACCOUNT 03-491-217	PIECES	0	
		WITHDRAWALS	DEPOSITS	BALANCE
PREV STATEMENT BALANCE (12/31/22)				1,503.60
INTEREST PAID				
STATEMENT BALANCE (01/31/23)				1,503.60

AVERAGE COLLECTED BALANCE FOR STATEMENT PERIOD ... 1,503.60

DAILY BALANCES	ACCOUNT 03-491-217			
12/31	1503.60		01/31	1503.60



Activity Fund Balance Report - Summary - Include Encumbrances
 01/2023 - 01/2023

SP ELEMENTARY

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Outstanding AP</u>	<u>Outstanding PO</u>	<u>Balance Change</u>	<u>Balance</u>
05 704	FUND BALANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
05 704 2465	SP ELEM STUDENT COUNCIL	545.25	0.00	0.00	0.00	0.00	0.00	545.25
05 704 2727	SP ELEM DESTINATION IMAGINATION	4,458.66	0.00	0.00	0.00	0.00	0.00	4,458.66
05 704 2745	SP ELEM LIBRARY	3,139.47	0.00	0.00	0.00	0.00	0.00	3,139.47
05 704 2750	SP ELEM PRINCIPAL	1,386.97	0.00	319.00	0.00	0.00	0.00	1,705.97
05 704 2760	SP ELEM POP	240.37	0.00	0.00	0.00	0.00	0.00	240.37
05 704 2775	SP ELEM WALK-A-THON	8,276.53	716.28	0.00	0.00	2,129.30	0.00	5,430.95
Account Group Total: SP ELEMENTARY		18,047.25	716.28	319.00	0.00	2,129.30	0.00	15,520.67

Karla Jay Henegger 2-10-23

WM ELEMENTARY

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Outstanding AP</u>	<u>Outstanding PO</u>	<u>Balance Change</u>	<u>Balance</u>
05 704	FUND BALANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
05 704 4465	WM ELEM STUDENT COUNCIL	347.11	0.00	✓ 204.50	0.00	0.00	0.00	551.61
05 704 4727	WM ELEM DESTINATION IMAGINATION	3,431.65	0.00	0.00	0.00	0.00	0.00	3,431.65
05 704 4745	WM ELEM LIBRARY	2,751.47	0.00	0.00	0.00	0.00	0.00	2,751.47
05 704 4750	WM ELEM PRINCIPAL	4,407.81	266.18	✓ 753.00	^{AP} 3 Int. 0.00	0.00	0.00	4,894.63
05 704 4760	WM ELEM POP	148.49	0.00	0.00	0.00	0.00	0.00	148.49
Account Group Total: WM ELEMENTARY		11,086.53	266.18	957.50	0.00	0.00	0.00	11,777.85

Melissa Hastey
2/9/2023

Activity Fund Balance Report - Summary - Include Encumbrances
 01/2023 - 01/2023

PC JR HIGH ACTIVITY

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Outstanding AP</u>	<u>Outstanding PO</u>	<u>Balance Change</u>	<u>Balance</u>
05 704	FUND BALANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
05 704 5440	PC NATIONAL HONOR SOCIETY	358.14	0.00	0.00	0.00	0.00	0.00	358.14
05 704 5465	PC STUDENT COUNCIL	314.12	0.00	440.00	0.00	0.00	0.00	754.12
05 704 5727	PC DESTINATION IMAGINATION	1,105.42	0.00	0.00	0.00	0.00	0.00	1,105.42
05 704 5745	PC LIBRARY	118.75	0.00	0.00	0.00	0.00	0.00	118.75
05 704 5750	PC PRINCIPAL	7,522.34	89.98	23.00	0.00	0.00	0.00	7,455.36
05 704 5755	PC PARENT ADVISORY COUNCIL	4,748.21	216.00	0.00	0.00	0.00	0.00	4,532.21
05 704 5765	PC SCIENCE IN MOTION	1,091.95	0.00	0.00	0.00	0.00	0.00	1,091.95
Account Group Total: PC JR HIGH ACTIVITY		15,258.93	305.98	463.00	0.00	0.00	0.00	15,415.95

Randy Johnson
 2-8-23

PLAT HS

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Outstanding AP</u>	<u>Outstanding PO</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 1100	PHS ATHLETICS	70,118.87	2,075.86	12,399.65	0.00	0.00	(56,742.23)	23,700.43
05 704 1102	PHS ATHLETIC TRAINER	(168.09)	817.84	0.00	0.00	0.00	985.93	0.00
05 704 1106	PHS BASEBALL EQUIP/SUPPLIES	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00
05 704 1110	PHS BOYS BASKETBALL CONTEST	(1,825.00)	2,275.00	0.00	0.00	0.00	4,100.00	0.00
05 704 1111	PHS BOYS BASKETBALL EQUIP/SUPPLIES	1,225.25	0.00	0.00	0.00	0.00	0.00	1,225.25
05 704 1115	PHS BOYS GOLF CONTEST	(1,110.00)	0.00	0.00	0.00	0.00	1,110.00	0.00
05 704 1116	PHS BOYS GOLF EQUIP/SUPPLIES	750.00	0.00	0.00	0.00	0.00	0.00	750.00
05 704 1120	PHS BOYS SOCCER CONTEST	(775.00)	0.00	0.00	0.00	0.00	775.00	0.00
05 704 1121	PHS BOYS SOCCER EQUIP/SUPPLIES	1,000.00	1,360.00	0.00	0.00	0.00	360.00	0.00
05 704 1125	PHS CROSS COUNTRY CONTEST	870.00	0.00	0.00	0.00	0.00	0.00	870.00
05 704 1126	PHS CROSS COUNTRY EQUIP/SUPPLIES	431.26	0.00	0.00	0.00	0.00	0.00	431.26
05 704 1130	PHS FOOTBALL CONTEST	(8,292.72)	0.00	0.00	0.00	0.00	8,292.72	0.00
05 704 1131	PHS FOOTBALL EQUIP/SUPPLIES	(22,395.30)	0.00	0.00	0.00	603.28	22,998.58	0.00
05 704 1135	PHS GIRLS BASKETBALL CONTEST	(1,455.00)	800.00	0.00	0.00	0.00	2,255.00	0.00
05 704 1136	PHS GIRLS BASKETBALL EQUIP/SUPPLIES	1,225.25	0.00	0.00	0.00	0.00	0.00	1,225.25
05 704 1140	PHS GIRLS GOLF CONTEST	(345.00)	0.00	0.00	0.00	0.00	345.00	0.00
05 704 1141	PHS GIRLS GOLF EQUIP/SUPPLIES	224.48	0.00	0.00	0.00	0.00	0.00	224.48
05 704 1146	PHS GIRLS SOCCER EQUIP/SUPPLIES	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00
05 704 1150	PHS SOFTBALL CONTEST	(1,285.00)	0.00	0.00	0.00	0.00	1,285.00	0.00
05 704 1151	PHS SOFTBALL EQUIP/SUPPLIES	1,692.19	0.00	0.00	0.00	0.00	0.00	1,692.19
05 704 1156	PHS TRACK - EQUIP/SUPPLIES	2,971.12	0.00	0.00	0.00	1,770.00	0.00	1,201.12
05 704 1160	PHS VOLLEYBALL CONTEST	(5,152.00)	0.00	0.00	0.00	0.00	5,152.00	0.00
05 704 1161	PHS VOLLEYBALL EQUIP/SUPPLIES	1,095.62	0.00	0.00	0.00	0.00	0.00	1,095.62
05 704 1165	PHS WRESTLING CONTEST	(6,453.00)	150.00	0.00	0.00	0.00	6,603.00	0.00
05 704 1166	PHS BOYS WRESTLING EQUIP/SUPPLIES	341.87	0.00	0.00	0.00	0.00	0.00	341.87
05 704 1167	PHS GIRLS WRESTLING EQUIP/SUPPLY	750.00	0.00	1,000.00	0.00	0.00	0.00	1,750.00
05 704 1180	PHS PC BOYS BASKETBALL CONTEST	(670.00)	0.00	0.00	0.00	0.00	670.00	0.00
05 704 1181	PHS PC BOYS BASKETBALL EQUIP/SUPPLIES	250.00	0.00	0.00	0.00	0.00	0.00	250.00
05 704 1183	PHS PC BOYS TRACK EQUIP/SUPPLIES	250.00	0.00	0.00	0.00	0.00	0.00	250.00
05 704 1184	PHS PC FOOTBALL CONTEST	(1,080.00)	0.00	0.00	0.00	0.00	1,080.00	0.00
05 704 1185	PHS PC FOOTBALL EQUIP/SUPPLIES	250.00	0.00	0.00	0.00	0.00	0.00	250.00
05 704 1186	PHS PC GIRLS BASKETBALL CONTEST	0.00	270.00	0.00	0.00	0.00	270.00	0.00
05 704 1187	PHS PC GIRLS BASKETBALL EQUIP/SUPPLIES	250.00	0.00	0.00	0.00	0.00	0.00	250.00
05 704 1189	PHS PC GIRLS TRACK EQUIP/SUPPLIES	250.00	0.00	0.00	0.00	0.00	0.00	250.00
05 704 1190	PHS PC VOLLEYBALL CONTEST	(240.00)	0.00	0.00	0.00	0.00	240.00	0.00
05 704 1191	PHS PC VOLLEYBALL EQUIP/SUPPLIES	250.00	0.00	0.00	0.00	0.00	0.00	250.00
05 704 1193	PHS PC WRESTLING EQUIP/SUPPLIES	250.00	0.00	0.00	0.00	0.00	0.00	250.00
05 704 1200	PHS ACTIVITIES	1,295.71	152.04	(25.00)	0.00	0.00	0.00	1,118.67
05 704 1220	PHS CHEER	10,477.53	3,180.00	2,170.98	0.00	200.00	0.00	9,268.51
05 704 1240	PHS DANCE TEAM	4,029.36	6,386.00	2,100.00	0.00	0.00	0.00	(256.64)

Account Group: PHS

PLAT HS

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Outstanding AP</u>	<u>Outstanding PO</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 1615	PHS BOYS SOCCER	1,251.61	0.00	100.00	0.00	0.00	0.00	1,351.61
05 704 1620	PHS CROSS COUNTRY	465.94	0.00	0.00	0.00	0.00	0.00	465.94
05 704 1625	PHS FOOTBALL	6,924.05	210.00	0.00	0.00	2,475.00	0.00	4,239.05
05 704 1630	PHS GIRLS BASKETBALL	8,288.96	0.00	1,344.48	0.00	0.00	0.00	9,633.44
05 704 1635	PHS GIRLS GOLF	858.43	0.00	1,000.00	0.00	195.00	0.00	1,663.43
05 704 1640	PHS GIRLS SOCCER	1,123.67	0.00	0.00	0.00	0.00	0.00	1,123.67
05 704 1645	PHS SOFTBALL	2,409.50	0.00	0.00	0.00	0.00	0.00	2,409.50
05 704 1650	PHS TRACK	1,022.59	0.00	1,075.00	0.00	0.00	0.00	2,097.59
05 704 1655	PHS UNIFIED/FOOTBALL	202.72	0.00	0.00	0.00	0.00	0.00	202.72
05 704 1660	PHS VOLLEYBALL	9,753.14	0.00	0.00	0.00	0.00	0.00	9,753.14
05 704 1665	PHS BWRESTLING	(41.86)	0.00	146.00	0.00	0.00	0.00	104.14
05 704 1710	PHS CLASS FINES	204.66	0.00	0.00	0.00	0.00	0.00	204.66
05 704 1715	PHS COLLEGE ACCESS GRANT	347.20	0.00	0.00	0.00	0.00	0.00	347.20
05 704 1720	PHS CONCESSIONS	15,481.25	5,667.22	9,587.17	0.00	0.00	0.00	19,401.20
05 704 1725	PHS D.C. TOUR	1,055.06	0.00	0.00	0.00	0.00	0.00	1,055.06
05 704 1730	PHS FACULTY COURTESY FUND	1,236.83	0.00	0.00	0.00	0.00	0.00	1,236.83
05 704 1735	PHS FINE ARTS	14,322.91	3,135.00	0.00	0.00	0.00	0.00	11,187.91
05 704 1740	PHS GUIDANCE	1,031.49	0.00	0.00	0.00	0.00	0.00	1,031.49
05 704 1745	PHS LIBRARY	288.67	0.00	0.00	0.00	0.00	0.00	288.67
05 704 1750	PHS PRINCIPAL	183.75	338.67	2,338.72	0.00	0.00	0.00	2,183.80
05 704 1767	PHS STAFF WELLNESS	609.15	125.62	400.00	0.00	0.00	0.00	883.53
05 704 1770	PHS TROJAN STORE	21,181.73	1,534.00	1,453.30	0.00	998.01	0.00	20,103.02
Account Group Total: PLAT HS		242,463.23	31,944.49	45,285.00	0.00	7,908.22	(220.00)	247,675.52

SPRINGFIELD PLATTEVIEW COMM
PLATTEVIEW ACTIVITY FUND
14801 S 108TH ST
SPRINGFIELD NE 68059

PAGE 1

YOUR ACCOUNT TYPE IS: BUSINESS INTEREST CHK
CHECKING SUMMARY ACCOUNT 00N104-812 PIECES 120

	WITHDRAWALS	DEPOSITS	BALANCE
PREV STATEMENT BALANCE (12/31/22)			328,840.67
33 DEPOSITS / CREDITS		47,040.06	
INTEREST PAID		38.27	
121 CHECKS / DEBITS	58,235.58		
STATEMENT BALANCE (01/31/23)			317,683.42

YTD INTEREST PAID 38.27
AVERAGE COLLECTED BALANCE FOR STATEMENT PERIOD ... 310,960.94

DEPOSITS / CREDITS ACCOUNT 00N104-812

01/04/23	ACH DEPOSIT	136.49
01/06/23	ACH DEPOSIT	4.28
01/09/23	ACH DEPOSIT	12.07
01/09/23	ACH DEPOSIT	28.73
01/09/23	ACH DEPOSIT	267.45
01/10/23	ACH DEPOSIT	24.84
01/11/23	ACH DEPOSIT	148.90
01/12/23	CUSTOMER DEPOSIT	750.00
01/12/23	ACH DEPOSIT	31.24
01/12/23	ACH DEPOSIT	448.60
01/13/23	ACH DEPOSIT	1.36
01/17/23	ACH DEPOSIT	25.31
01/17/23	ACH DEPOSIT	71.65
01/17/23	ACH DEPOSIT	127.29
01/17/23	ACH DEPOSIT	837.91
01/20/23	ACH DEPOSIT	57.66
01/23/23	CUSTOMER DEPOSIT	204.50
01/23/23	CUSTOMER DEPOSIT	316.00
01/23/23	CUSTOMER DEPOSIT	460.00
01/23/23	CUSTOMER DEPOSIT	4,022.73
01/23/23	CUSTOMER DEPOSIT	5,124.00
01/23/23	CUSTOMER DEPOSIT	5,625.65
01/23/23	CUSTOMER DEPOSIT	6,922.41
01/23/23	CUSTOMER DEPOSIT	7,334.00
01/23/23	CUSTOMER DEPOSIT	13,085.63
01/23/23	ACH DEPOSIT	6.58

Batch Description: JANUARY CHECK REC
Checking Account: 5

Processing Month: 01/2023
Student Activity Account

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
	Statement Balance	01/31/2023	317,683.42

Outstanding Automatic Payments

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
4438	EDUCATIONAL THEATRE ASSOCIATION	10/21/2022	35.00
	Total:		<u>35.00</u>

Outstanding Checks

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
10128	Kaela Heneger	05/26/2022	196.70
31894	JAKE VAVAK	01/30/2023	60.00
48900	THE VOLLEYBALL ACADEMY	01/11/2001	968.00
49240	JOSEPH SMITH	04/27/2021	70.00
49402	CHARISSA WOOD	08/13/2021	45.00
49461	MATTHEW SANJURJO	09/01/2021	60.00
49604	Angela AuBuchon	10/21/2021	109.08
49779	RYAN LEWIS	12/21/2021	35.00
50011	AJ REIMER	03/25/2022	125.00
50135	INTERMOUNTAIN WOOD PRODUCTS	04/28/2022	379.00
50210	ASHLAND-GREENWOOD PUBLIC SCHOOLS	06/10/2022	180.00
50230	JENSEN PUBLISHING	06/28/2022	110.00
60042	CHUCK TAYLOR	09/21/2022	150.00
60171	SALLY BRABEC	10/24/2022	322.00
60248	PAPILLION LAVISTA SOUTH HIGH SCHOOL	12/02/2022	48.00
60249	DENISE FARR	12/06/2022	250.00
60296	PLATTEVIEW BAND BOOSTERS	08/22/2022	1,627.29
60369	NATE TASLER	12/13/2022	480.00
60388	MIDLAND UNIVERSITY	12/15/2022	330.00
60392	UNO DANCE TEAM	12/16/2022	205.00
60395	RYAN BYRNE	12/16/2022	330.00
60413	DARREN CARLSON	12/20/2022	32.98
60414	ANDI CARMAN	12/20/2022	32.52
60415	CELEBRATE SAFE	12/20/2022	130.00
60436	JOHN MORGAN	12/20/2022	1,102.00
60441	PLATTEVIEW BAND BOOSTERS	12/20/2022	1,145.00
60475	STEVEN BECKER	01/10/2023	145.00
60490	WESTSIDE HIGH SCHOOL	01/12/2023	64.00
60496	NEBRASKA CITY PUBLIC SCHOOL	01/13/2023	150.00
60499	ISAAK RUSSELL	01/13/2023	115.00
60508	JOHN DOSTAL	01/24/2023	85.00
60516	JONATHAN LORDINO	01/24/2023	85.00
60517	DERRICK MARSHALL	01/24/2023	84.93
60519	MID-WEST 3D SOLUTIONS, LLC	01/24/2023	295.00
60520	OMAHA PERFORMING ARTS	01/24/2023	100.00
60521	OPAA! FOOD MGT. OF NE, LLC.	01/24/2023	210.00
60526	TYS OUTDOOR POWER	01/24/2023	25.05
60528	VARSITY SPIRIT FASHIONS & SUPPLIES	01/24/2023	3,180.00
60529	AMAZON	01/24/2023	483.06

Check Reconciliation Report
ACTIVITY ACCOUNTS

Outstanding Checks

<u>Check/Reference Number</u>	<u>Description</u>	<u>Date</u>	<u>Amount</u>
60530	AWARDS UNLIMITED	01/24/2023	102.18
60533	HY-VEE ACCOUNTS RECEIVABLE	01/24/2023	113.02
60535	VARSITY SPIRIT FASHIONS & SUPPLIES	01/24/2023	932.00
318910	JAKE WOLF	01/26/2023	85.00
		Total:	<u>14,776.81</u>

<u>Statement Balance</u>	<u>Outstanding Total</u>	<u>Balance on Books</u>	<u>Cash Account Balance</u>	<u>Difference</u>
317,683.42	(14,811.81)	302,871.61	302,871.61	0.00

Cleared Automatic Payment Total:	7,816.01
Cleared Checks Total:	50,365.74
Cleared Direct Deposit Total:	
Cleared Void Total:	270.00
Cleared Cash Receipt Total:	47,024.50
Cleared Manual Journal Entries Total:	
Cleared Sales Journal Total:	

Vendor Name	Invoice Description	Amount
GENERAL FUND		
ACELLUS EDUCATIONAL SERVICES LLC	TEXTBOOKS	11,205.00
AGTAC SERVICES, LLC	SERVICES	3,993.00
AIRGAS USA, LLC	SUPPLIES	3,227.44
AMAZON CAPITAL SERVICES	SUPPLIES	353.97
AMERICAN RED CROSS	SUPPLIES	28.00
AMERICAN UNION VENTURES, INC	SERVICES	25.00
B & D PITSTOP	SUPPLIES	551.95
BAIRD HOLM ATTORNEYS AT LAW	SERVICES	159.41
BELLAIRS, VANESSA	SUPPLIES	208.22
BELLEVUE LEADER	SUBSCRIPTION	260.00
BLACK HILLS ENERGY	UTILITIES	2,129.57
BOYS TOWN NATIONAL RESEACH HOSPITAL (SPED)	SERVICES	4,950.90
BROMM & ASSOCIATES, LLC	FEES	15,750.00
CAPITAL BUSINESS SYSTEMS, INC. - PRINTER LEASE	COPIER LEASE	2,152.28
CAPITAL BUSINESS SYSTEMS, INC. - SERVICE PLUS	SUPPLIES	1,669.07
CENTURYLINK	TELEPHONE	253.84
CHILDREN SUCCEED THERAPY, LLC	SERVICES	3,574.75
CITY OF SPRINGFIELD	UTILITIES	234.09
CONCORDIA HIGH SCHOOL	FEES	50.00
CONSTRUCTION CONTAINERS & EXCAVATING, INC.	SERVICES	320.25
COX BUSINESS	TELEPHONE	625.90
CULLIGAN OF OMAHA	SERVICES	171.90
CUMMINS SALES AND SERVICE	SERVICES	246.97
DODD, CATHERINE	MILEAGE	63.27
EDUCATIONAL SERVICE UNIT NO. 3 (ADMIN)	SUPPLIES	21,606.63
EDUCATIONAL SERVICE UNIT NO. 3 (SPED)	SERVICES	1,323.83
EDUCATIONAL SERVICE UNIT NO. 3	SERVICES	15,877.60
EGAN SUPPLY COMPANY	SUPPLIES	1,625.40
EMBASSY SUITES-LINCOLN	TRAVEL	139.00
ESU COORDINATING COUNCIL	FEES	225.00
EXPRESSIONS FOR YOUR IMAGE LLC	SUPPLIES	265.00
FOLLETT	SUPPLIES	39.25
GRAINGER	SUPPLIES	188.33
GREAT PLAINS PEST SERVICES, INC.	SERVICES	225.00
GREATER OMAHA REFRIGERATION	SERVICES	149.50
GRETNA GUIDE & NEWS	ADVERTISING	16.83
GROW SARPY	FEES	70.00
HASTY, MELISSA	SOFTWARE	50.00
HAYES MECHANICAL, LLC	SERVICES	5,738.01
HEARTLAND ACADEMIC COMPETITIONS	FEES	200.00
HEARTLAND FOUNDATION	SERVICES	2,820.00
HEINEMANN	SUPPLIES	501.75
HELM SERVICE	SERVICES	1,046.86
HOME DEPOT CREDIT SERVICES	SUPPLIES	20.00
HOUGHTON MIFFLIN COMPANY	SUPPLIES	336.17
HOUGHTON MIFFLIN	SUPPLIES	960.00
J.F. AHERN CO.	SERVICES	595.00
J.W. PEPPER & SON, INC.	SUPPLIES	354.98
JAN MILLER BURKINS CONSULTING LLC	FEES	324.00
JOSTENS	SUPPLIES	476.30
K5 EVENT PLANNING & FUNDRAISING, LLC	SERVICES	1,500.00
KSB SCHOOL LAW, PC LLO	SERVICES	1,997.29
MAHONEY, JEREMY	MILEAGE	89.08

Vendor Name	Invoice Description	Amount
MCGRAW HILL EDUCATION	SUPPLIES	2,721.42
MCI	TELEPHONE	14.47
McLaughlin, Michael	MISC SUPPLIES	49.91
MCS	SUPPLIES	860.16
METROPOLITAN UTILITIES DIST	UTILITIES	8,883.83
MIDWEST ALARM SERVICES	SERVICES	195.00
NASB ALICAP	INSURANCE	810.00
NASSP	FEES	385.00
NE ASSOC OF SCHOOL BOARDS	FEES	452.00
NE DEPARTMENT OF EDUCATION	FEES	100.00
NE PUBLIC HEALTH ENVIROMENTAL LABORATORY	SERVICES	274.50
NE STATE BANDMASTERS ASSOC.	FEES	142.00
NEBRASKA DEPARTMENT OF EDUCATION	FEES	30.00
O'REILLY AUTOMOTIVE INC	SUPPLIES	171.52
OMAHA PUBLIC POWER DISTRICT	UTILITIES	22,888.00
ONE SOURCE	SERVICES	398.00
OVERDRIVE, INC.	SUPPLIES	750.00
PAPILLION SANITATION	SERVICES	2,348.91
PAPILLION TIMES	SUPPLIES	192.19
PATHFUL INC	SUPPLIES	3,000.00
PERRY,GUTHERY,HAASE & GESSFORD,P.C.,L.L.O	SERVICES	2,016.00
PHYSICIANS MUTUAL	SUPPLIES	7.00
PRIME SECURED	SERVICES	974.23
PUBLIC RISK MANAGEMENT	INSURANCE	5,590.00
QUILL CORPORATION	SUPPLIES	127.88
RALSTON PUBLIC SCHOOLS	SERVICES	2,051.88
ROSSER LAWN CARE, INC.	SERVICES	7,355.00
SARPY COUNTY ELECTION COMMISSION	FEES	2,608.12
Saunders, Ryan	MILEAGE	65.50
SISKE, JOSHUA	TRAVEL	186.57
SPRINGFIELD ACE	SUPPLIES	434.30
STUDENT TRANSPORTATION OF AMERICA	TRANSPORTATION	37,324.67
SUBURBAN NEWSPAPERS, INC	ADVERTISING	161.72
TEACHER SYNERGY, LLC	SUPPLIES	59.99
U.S. BANK	SUPPLIES/FEE	4,528.21
VERIZON WIRELESS	ESSER III-COMMUNICATIONS	350.54
WILSON, LESLIE	MILEAGE	103.63
WINDSTREAM	TELEPHONE	116.43
ZONES OF REGULATION, THE	SUPPLIES	110.00
ZTRIP NE	TRANSPORTATION	13,354.80
		233,158.97
ACTIVITY FUND		
BECERRA, ANNALISE	DAKTRONICS BOARD 12/13, 1/2, 1/6 & 1/10	122.50
BILLS, DILLON	DAKTRONICS BOARD 12/6 THROUGH 1/10	165.00
DOSTAL, JOHN	FEB 9 BB OFFICIAL	85.00
HUTFLESS, JEFF	2/7 PC G BB OFFICIAL	270.00
KETTERER, ROB	FEB 9 BB OFFICIAL	60.00
KETTERER, TREY	FEB 9 BB OFFICIAL	60.00
KOPECKY, JEFF	FEB 9 BB OFFICIAL	200.00
LOU'S SPORTING GOODS	RED TEES	17,592.16
MITTELSTADT, KIM	FEB 9 BB OFFICIAL	85.00
PHILLIPS, ALEX	FEB 9 BB OFFICIAL	85.00
SPIN! PIZZA	COUNCILORS LUNCHEON	75.45
VALENTINO'S	PIZZA ORDERS 12/6-17	3,887.83
WINFIELD, CHLOE	DAKTRONICS BOARD 10/11, 10/24 & 1	64.00

Vendor Name	Invoice Description	Amount
	MORE	
WIRTH, ALAN	FEB 9 BB OFFICIAL	115.00
		<hr/>
		22,866.94

NUTRITION FUND		
BLAIR, TAMARA	REIMBURSEMENT	16.60
CANADY, MARK AND THERESA	REIMBURSEMENT	32.65
CLARK, JOHN AND ROSINA	REIMBURSEMENT	28.60
CRAWFORD, EMILY	REIMBURSEMENT	7.40
FISHER, RYAN	REIMBURSEMENT	2.75
GOULD, NICKI	REIMBURSEMENT	9.80
GRAINGER	SUPPLIES	39.73
GREATER OMAHA REFRIGERATION	SERVICES	2,804.69
HAYDAM, KURT AND JULIE	REIMBURSEMENT	2.35
HIBLER, HOPE	REIMBURSEMENT	32.35
HOBBS, PATRICIA	REIMBURSEMENT	23.10
HOULTON, MARK AND LISA	REIMBURSEMENT	65.30
JETT, MICHAEL	REIMBURSEMENT	2.80
KORENOSKI, KELLY	REIMBURSEMENT	1.70
KRAUS, MARK AND JAMIE	REIMBURSEMENT	3.20
MEINKE, DAN AND HEATHER	REIMBURSEMENT	16.15
OPAA! FOOD MGT. OF NE, LLC.	SERVICES	65,287.99
PEARROW, MARCUS	REFUND	0.90
ROBB, NATE	REIMBURSEMENT	127.80
THOMAS, TAYLOR	REIMBURSEMENT	1.50
WAITE, ANGEL	REIMBURSEMENT	5.50
WALKER, ROBERT AND ILISE	REIMBURSEMENT	38.80
WELLS, CATHERINE	REIMBURSEMENT	40.45
		<hr/>
		68,592.11

BUILDING FUND		
A.P.M. ARCHITECTURE, INC.	SERVICES	19,423.90
BOYD JONES CONSTRUCTION, CO.	SERVICES	223,051.36
HOCKENBERGS	SUPPLIES	2,318.35
LIBRARY FURNITURE INTERNATIONAL	FURNITURE	1,482.00
PRIME SECURED	SERVICES	26,213.58
TERRACON CONSULTANTS, INC.	SERVICES	2,300.00
U.S. BANK	SUPPLIES	1,903.78
		<hr/>
		276,692.97

Springfield Platteview Community Schools 2023-2024

9	New Teacher Workshop	AUGUST 2023							JANUARY 2024							1-2	Winter Break No School
		Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa		
10	All Certified Staff Report			1	2	3	4	5		1	2	3	4	5	6	3	Teacher Work Day No School
15	All Classified Staff Report	6	7	8	9	10	11	12	7	8	9	10	11	12	13	4	1st Day of 2nd Semester
16	First Day of Classes	13	14	15	16	17	18	19	14	15	16	17	18	19	20	15	Martin Luther King Day No School
		20	21	22	23	24	25	26	21	22	23	24	25	26	27		
		27	28	29	30	31			28	29	30	31					

		SEPTEMBER 2023							FEBRUARY 2024							14-15	Early Dismissal 1:25 PT Conferences
		Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa		
4	Labor Day - No School						1	2					1	2	3	16	Comp Day - No School
29	Teacher In-Service No School	3	4	5	6	7	8	9	4	5	6	7	8	9	10	19	President's Day No School
		10	11	12	13	14	15	16	11	12	13	14	15	16	17		
		17	18	19	20	21	22	23	18	19	20	21	22	23	24		
		24	25	26	27	28	29	30	25	26	27	28	29				

		OCTOBER 2023							MARCH 2024							8	End of 3rd Quarter
		Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa		
13	End of 1st Quarter	1	2	3	4	5	6	7						1	2	11-15	Spring Break-No School
18-19	Early Dismissal 1:25 PT Conferences	8	9	10	11	12	13	14	3	4	5	6	7	8	9		
20	Comp Day - No School	15	16	17	18	19	20	21	10	11	12	13	14	15	16		
		22	23	24	25	26	27	28	17	18	19	20	21	22	23		
		29	30	31					24	25	26	27	28	29	30		
									31								

		NOVEMBER 2023							APRIL 2024							12,15	No School
		Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa		
22-24	Thanksgiving Break No School	5	6	7	8	9	10	11	7	8	9	10	11	12	13	26	Teacher In-Service No School
		12	13	14	15	16	17	18	14	15	16	17	18	19	20		
		19	20	21	22	23	24	25	21	22	23	24	25	26	27		
		26	27	28	29	30			28	29	30						

18	NOLATE START <i>Non-Monday Start time</i>	DECEMBER 2023							MAY 2024							15	Last Day for Seniors
		Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa		
18-19	Early Dismissal 1:25						1	2				1	2	3	4	19	Commencement
20	Early Dismissal 11:25 1/2 Teacher Contract Day End of 1st Semester	3	4	5	6	7	8	9	5	6	7	8	9	10	11	20	NO LATE START <i>Non-Monday start time</i>
21-29	Winter Break No School	10	11	12	13	14	15	16	12	13	14	15	16	17	18	20-21	Early Dismissal 1:25
		17	18	19	20	21	22	23	19	20	21	22	23	24	25	22	Early Dismissal 11:25 Last Day for Students
		24	25	26	27	28	29	30	26	27	28	29	30	31		23	Teacher Work Day
		31															

	Color Code
	New Teacher Workshop
	No School
	Early Dismissal
	1 Hour Late Start
	Teacher InService
	Teacher Work Day
	Regular School Day

1st Qtr	41 Student Days 46 Teacher Days
2nd Qtr	44 Student Days 45 Teacher Days
3rd Qtr	44 Student Days 46 Teacher Days
4th Qtr	45 Student Days 47 Teacher Days
TOTAL	174 Student Days 184 Teacher Days

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3001 Budget and Property Tax Request

The board of education shall adopt a budget each year to support the school district's programs and services for the ensuing fiscal year. The superintendent of schools shall be responsible for developing the budget subject to the direction and decisions of the board. The budget document shall be under continuous development, based upon the requirements of the adopted educational program.

BUDGET PROCEDURES

Proposed Budget. The superintendent shall prepare the proposed budget in accordance with board policies and goals, state statutes, and regulations. As the district's spending plan, the budget will be based on up-to-date revenue estimates, and will reflect the assessed needs and programs approved by the board.

Budget Hearing Notice. Notice of place and time of the hearing, together with a summary of the proposed budget statement, must be published at least four calendar days prior to the date set for hearing in a newspaper of general circulation within the school district. The four calendar days shall include the day of publication but not the day of hearing. The notice shall include the following statement:

For more information on statewide receipts and expenditures, and to compare cost per pupil and performance to other school districts, go to: [Insert Internet address for the web site established pursuant to Laws 2021, LB528, section 5].

In addition, the district must electronically publish this statement on the school district web site. Such electronic publication must be prominently displayed with an active link to the Internet address for the web site established by the Nebraska Budget Act to allow the public access to the information.

Budget Hearing. The board must conduct a hearing prior to adopting the budget. The hearing must be held separately from any regularly scheduled meeting and may not be limited by time. The board must make a presentation outlining key provisions of the proposed budget statement, including, but not limited to, a comparison with the prior year's budget. Any member of the public desiring to speak on the proposed budget statement shall be allowed to address the board at the hearing and must be given a

reasonable amount of time to do so. Five minutes shall generally be considered a reasonable amount of time.

Budget Hearing Documents. The board must make at least three copies of the proposed budget statement and at least one copy of all other reproducible written material to be discussed at the hearing available to the public at the hearing.

Budget Adoption. After the budget hearing, the proposed budget statement shall be adopted or amended and adopted as amended. If the adopted budget statement reflects a change from that shown in the published proposed budget statement, a summary of the changes (including the items changed and the reasons for such changes) must be published in a newspaper of general circulation within the school district within twenty calendar days after its adoption without further hearing.

Certification and Filing. The amount to be received from personal and real property taxation shall be certified to the appropriate levying board as provided by law. The budget shall also be filed with the state auditor.

Purchase Authorization. Except for bids required under the section "Bid Letting and Contracts," the board's adoption of the budget shall authorize the purchases without further board action.

Monthly Report. At each monthly board meeting, the superintendent will provide a report on the current status of the major sections of the budget.

PROPERTY TAX REQUEST PROCEDURES – PROPERTY TAX REQUEST IS EQUAL TO OR LOWER THAN THE ALLOWABLE GROWTH PERCENTAGE

Property Tax Request Hearing. The board must hold a special public hearing called for the purpose of passing a property tax request resolution.

Property Tax Request Hearing Notice. The district must publish a hearing notice in a newspaper of general circulation in the school district at least four calendar days prior to the hearing. The four calendar days shall include the day of publication but not the day of hearing. The hearing notice must contain the following information: The certified taxable valuation under section 13-509 for the prior year, the certified taxable valuation under section 13-509 for the current year, and the percentage increase or decrease in such valuations from the prior year to the current year; the dollar amount of the prior year's tax request and the property tax rate that was necessary to fund that tax request; the property tax rate that would be necessary to

fund last year's tax request if applied to the current year's valuation; the proposed dollar amount of the tax request for the current year and the property tax rate that will be necessary to fund that tax request; the percentage increase or decrease in the property tax rate from the prior year to the current year; and the percentage increase or decrease in the total operating budget from the prior year to the current year.

Increase in Total Property Taxes Levied. If the annual assessment of property would result in an increase in the total property taxes levied as determined using the previous year's rate of levy, the district's property tax request for the current year shall be no more than its property tax request in the prior year, and the district's rate of levy for the current year shall be decreased accordingly when such rate is set by the county board of equalization.

Decrease or No Change in Total Property Taxes Levied. If the annual assessment of property would result in no change or a decrease in the total property taxes levied as determined using the previous year's rate of levy, the district's property tax request for the current year shall be no more than its property tax request in the prior year, and the district's rate of levy for the current year shall be adjusted accordingly when such rate is set by the county board of equalization.

Resolution. The board shall pass a resolution to set the amount of its property tax request only after holding the public hearing. The resolution setting the district's property tax request at an amount that exceeds the prior year's property tax request shall include, but not be limited to, the information required by section 77-1601.02(4).

Certification. The resolution setting the property tax request shall be certified and forwarded to the county clerk on or before October 15th of the year for which the tax request is to apply.

PROPERTY TAX REQUEST PROCEDURES – PROPERTY TAX REQUEST IS GREATER THAN THE ALLOWABLE GROWTH PERCENTAGE

Property Tax Request Hearing. The board must hold a public hearing called for the purpose of passing a property tax request resolution. If another political subdivision within the county also seeks to exceed the allowable growth percentage, the hearing will be a joint hearing. In the event of a joint hearing, each political subdivision must designate one representative to attend the joint public hearing on behalf of the political subdivision. If a political subdivision includes area in more than one county, the political subdivision shall be deemed to be within the county in which the

political subdivision's principal headquarters are located. The hearing agenda will only include discussion on each political subdivision's intent to increase its property tax request by more than the allowable growth percentage.

The hearing must be held after 6 p.m. on or after September 17th and before September 28th and before the district files its adopted budget statement. Any member of the public must be allowed a reasonable amount of time to speak at the hearing.

At the joint public hearing, the representative of each political subdivision must give a brief presentation on the political subdivision's intent to increase its property tax request by more than the allowable growth percentage and the effect of such request on the political subdivision's budget. The presentation must include, at a minimum, all information and statements required by law.

Property Tax Request Hearing Notice. Notice of the joint public hearing must be provided by:

- The County Assessor sending a postcard with all required information to all affected property taxpayers. The postcard shall be sent to the name and address to which the property tax statement is mailed;
- Posting notice of the hearing with all required information on the home page of the relevant county's web site, except that this requirement shall only apply if the county has a population of more than twenty-five thousand inhabitants; ***and***
- Publishing notice of the hearing with all required information in a legal newspaper in or of general circulation in the relevant county.

Provide Information to County Clerk. Each political subdivision that participates in the joint public hearing shall provide the following information to the county clerk by September 5th: the date, time, and location for the joint public hearing; a listing of and telephone number for each political subdivision that will be participating in the joint public hearing; and the amount of each participating political subdivision's property tax request.

Resolution. The board shall pass a resolution to set the amount of its property tax request only after holding the public hearing. The resolution setting the district's property tax request at an amount that exceeds the prior year's property tax request, including any increase in excess of the allowable growth percentage shall include, but not be limited to, the information required by law.

Certification. The resolution setting the property tax request shall be certified and forwarded to the county clerk on or before October 15th of the

year for which the tax request is to apply.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3002
Deposits

The board of education shall designate the depository or depositories for all school funds. All funds received by the district shall be deposited promptly in the proper account of each such depository. All funds shall be insured by the Federal Deposit Insurance Corporation or a surety bond approved by the board on securities of the United States government pledged by joint custody receipt.

Funds collected by district representatives shall be receipted, accounted for, and directed without delay to the proper depository. Funds exceeding \$500.00 shall not be left overnight in school buildings, except in safes provided for the safekeeping of valuables.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3003

Bidding for Construction, Remodeling, Repair, or Site Improvement

I. Applicability of this policy.

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

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

II. Projects with an Estimated Cost of Less than \$109,000

- A. The school district will solicit quotes and/or estimates for all projects with an estimated cost of less than \$109,000.
- B. Prior to solicitation of the quotes and/or estimates, the superintendent will determine whether the district will accept oral submissions.
- C. Quotes and/or estimates may be solicited by the superintendent or his/her designee without board action.
- D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.
- E. The district may use a Nebraska state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.
- F. Nothing in this subsection prohibits or requires the use of the formal bidding procedures. If the district is going to solicit formal bids for projects of less than \$109,000 they must follow the formal procedures outlined in this policy.

III. Formal Bidding for Major Purchases and Construction

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

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

B. In projects that involve professional engineering or architecture, the board will have a registered professional engineer or architect prepare the plans, specifications, and estimates when the anticipated cost of the project exceeds \$118,000.

C. Advertising for Bids

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

D. Bid Documents

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

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

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications.
- E. Any or all bids may be rejected if there is a sound documented reason
- F. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.

Adopted on: _____

Revised on: _____

Reviewed on: _____

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

I. Applicability of the Policy

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

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$109,000, 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 are purchases that, in the aggregate amount, is more than \$10,000 and less than \$250,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts.

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 200.326 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, 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, record of past performance, and financial and technical resources.

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 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, 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, and labor surplus area firms are used when possible consistent with state law.

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

C. Record Keeping

1. Record Retention

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

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

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

2. Maintenance of Procurement Records

a) The District must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale

for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

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

D. Privacy

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3004
General Purchasing and Procurement

I. Applicability of this policy.

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

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

II. General Purchasing Policy

A. The school district's budget shall be the guide for all purchases. No employee of the district may make a purchase that is not provided for in the budget without board or administrative approval.

B. The board intends to purchase competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended.

C. 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.

D. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

III. Building-Specific Purchasing

A. School buildings are operationally under the control of building principals. Principals have control and responsibility for the building and grounds, for all supplies and equipment housed at the building, for all school-related activities in the building, and for all pupils, teachers, and other employees assigned to the building.

B. Principals, in consultation with their staff, are responsible for requisitioning, managing, distributing, and utilizing supplies within the building.

C. The superintendent of schools or his designee is responsible for the requisitioning, managing, distributing, and utilizing of supplies for maintenance and transportation.

D. The administration is responsible for purchasing of goods, services and supplies and for providing the necessary forms for establishing efficient procedures to facilitate the process.

IV. **Purchasing Procedures**

A. School personnel must secure the approval of an authorized administrator before making any purchases.

B. Employees seeking reimbursement for a purchase made with their personal funds must attach an itemized receipt or invoice to all requests for reimbursement; must sign all purchase receipts or charge slips; and must submit itemized receipts and any purchasing card or credit card receipts to the office of the superintendent no later than 10 days prior to the next regular board meeting. A non-itemized credit card receipt is not sufficient.

C. Employees making purchases with a school district credit card or purchasing program must comply with the steps set forth in the district's Purchasing (Credit) Card Program.

D. All purchases of goods and services made with district funds must be made on a properly executed purchase order.

E. All purchases shall be initiated with a purchase order. Purchase orders are signed by the person responsible for that particular budget and finally by the superintendent.

F. For purchases of more than \$10,000, authorized staff members must secure written quotes and/or estimates from a reasonable number of vendors. Staff will purchase from a responsible vendor with the lowest price unless the board approves the purchase from the more expensive vendor.

V. Relations with Vendors

A. The board wishes to maintain good working relations with vendors who supply materials, supplies and services to the school system. The school shall not extend favoritism to any vendors. Each order shall be placed on the basis of quality, price and delivery, with past services being a factor if all other considerations are equal. The administrative team may, in its discretion, use a Nebraska a state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.

B. No purchase shall be made that violates any conflict of interest policy or law.

C. No employee shall endorse any product of any type or kind in such a manner as will identify him/her in any way as an employee of the school district.

D. The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the contract or purchase will be awarded to the firm that is located within the district. However, the board will not sacrifice either quality or economy to patronize local businesses.

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

3004.1

Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

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

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

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

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

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

B. Methods of Purchasing

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

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

Micro-purchase means 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, which can be found earlier in this subsection.

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

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

3. Purchases Over \$250,000

a) Sealed Bids (Formal Advertising)

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

b) Contract/Price Analysis

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

4. Noncompetitive Proposals (Sole Sourcing)

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - 1) The item is available only from a single source;
 - 2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - 3) The federal awarding agency or pass-through entity expressly authorizes 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 in procurement of A/E professional services. It cannot be used to purchase other types of services though 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, record of past performance, and financial and technical resources.

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

D. Enforcement

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

IV. Property Management Systems

A. Property Classifications

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000.

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 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.

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 of \$5,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.

I. Equipment and Capital Expenditures

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

J. 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, and labor surplus area firms are used when possible consistent with state law.

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

C. Record Keeping

1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.
- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain

records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

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

2. Maintenance of Procurement Records

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

D. Privacy

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

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

3005
School Activities Fund

The superintendent of schools shall establish an activities fund account to be used to finance the operations of student organizations, inter-school athletics, and other school activities that are not a part of any other fund. The school activities fund is a school district account. All transactions related to the activities fund shall be conducted through an account at a board-approved depository.

The superintendent shall manage the activities fund and serve as its treasurer. The superintendent may divide the activities fund into more than one account to allocate portions of the fund for different purposes.

Funds in an activity's account after the activity ceases to exist shall be transferred to the general fund or such other fund as the board may choose. Funds left in a graduating class's account may be transferred into any other school account at any time after graduation upon board approval.

As school activities are a responsibility of the school district, any deficit in the activity fund shall be paid from the general fund.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3007
Review of Bills

The president of the board of education shall appoint a board member or committee of the board to meet with the superintendent of schools each month to review all bills that are to be presented to the board for payment. The board member or committee shall report its recommendations to the board.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3008
Gifts, Grants and Bequests

The school district encourages those who wish to make gifts, grants, bequests or devises of property, real or personal, to the school district to make such donations through the district's foundation. The superintendent or his or her designee is authorized to accept on behalf of the school district gifts of personal property that are consistent with the district's mission and objectives and which the superintendent reasonably believes has a fair market value of \$5,000 or less. In its sole discretion, the board of education may accept all other donations when they are consistent with the district's mission and objectives. Upon acceptance, donations shall become the sole property of the district. The donation will be under the complete control of the board or school district which will not have any obligation to replace it if it is destroyed or becomes obsolete.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3009
Audit

The board of education shall appoint a certified public accountant or public accounting firm to audit all school accounts annually and report to the board of education. The audit shall include all areas required by law and the rules of the Nebraska Department of Education. The auditor is not obligated to follow generally accepted accounting principles (GAAP) but shall conduct the audit according to the standards of the auditing profession.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3010
Insurance

The board or education shall purchase such insurance as it deems appropriate to protect the district, the board as a corporate body, individual board members, appointed officers, employees, and volunteers from financial loss arising from any claim, demand, suit or judgment. The district may, but is not required to, solicit bids or quotes for insurance coverage.

The board shall review its insurance coverage before its expiration date, or as need dictates.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3011 Transportation

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3012

School Meal Program and Meal Charges

Meal Program. The school district will make a school meal program available to students. The cost of the program will be determined by the board of education so as to make the program as nearly self-supporting as possible. With board approval, the district may contract with a private company or corporation for the management and/or provision of the program.

The district will notify the families with children attending school of the current guidelines for free or reduced-price school meals. A copy of the complete regulations and procedures regarding reduced-price and free meals shall be available in the office of the superintendent. Families may apply for free or reduced-price school meals at any time during the school year.

Payment Options. Families may pay for school lunches using cash or check. Electronic or e-fund payments are also available through a link on the school district's website.

Meal Charge Policy. The district will notify students and their families of the policy for charged meals, meaning meals received by a student when the student does not have money in hand or in his or her food account. This policy applies to students who receive meals at the free, reduced, or full rates.

Notice of this policy must be provided in writing to all households at the start of each school year and to households that transfer to the school during the school year. Notice may be provided through the student handbook, student registration materials, online portal used to access student accounts, direct mailing or e-mail, newsletter, the district website, and/or any other appropriate means. Notice of this policy will also be provided to all school staff responsible for the enforcement of it, including food service professionals responsible for collecting payment for meals at the point of service, staff involved in notifying families of low or negative balances, and other staff involved in enforcing any aspect of this policy.

The district's policy on charged meals is:

The district will provide a full reimbursable lunch whenever possible. If a student's parents do not respond to multiple notifications and requests to address a negative balance, the student may be provided and charged for a limited "courtesy meal" option, such as a plain sandwich.

Collection of Delinquent Meal Charge Debt

The school district is required to make reasonable efforts to collect unpaid meal charges. A district representative will contact households about unpaid meal charges and notify them again of the availability of the free and reduced meal program and/or establish payment plans and due dates by telephone, e-mail, or other written or oral communication. If these collection efforts are unsuccessful, the school district may pursue any other methods to collect delinquent debt as allowed by law.

Collection efforts may continue into a new school year.

In the event that the Nebraska Department of Education develops a state-level meal charge policy, it shall supersede that portion of this policy.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3013
Emergency Closings

School shall be held on the dates set forth on the official calendar, and shall not be closed or dismissed except when superintendent or his or her designee determines that it is impossible or impracticable to hold school. When school is closed there will be no school-sponsored activities held without the permission of the superintendent or building administrator.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3014 Use of School Property

1. Use of Specific Facilities by Application and Agreement
 - a. The district permits non-commercial use of the following facilities by individual patrons for their personal health and wellness: weight room, track, common areas, and gym areas. The district understands that it would not be feasible to require a patron to apply to use facilities like the weight room on every occurrence. The facility uses defined in this paragraph are an exception to the general facility use requirements contained in this policy for ease of administration and efficiency. All other facility uses must comply with the other provisions of this policy.
 - b. These particular facilities may be used upon only one application and upon signing the district's written waiver and agreement.
 - c. Use of these facilities is governed by this and other district policy and the agreement signed by the user. A copy of each agreement will be maintained in the district's central office.

2. General Facilities Use Guidelines
 - a. School facilities may be used by various education and community organizations and individuals when it is in the interest of the general public.
 - b. School facilities may not be used for personal profit and other commercial purposes. The district opens its facilities to district patrons for the benefit of the public, not commercial uses. Due to the complications created by groups or individuals using district facilities for commercial purposes, these uses are prohibited. Booster clubs and other organizations raising money purely for the support of student groups, as defined below, and not for personal profit are not considered commercial uses but must comply with the district's policies which apply to these groups.
 - c. Any person or group using school facilities must assure that it will be responsible for maintaining order, protecting property, and providing security and safety.

- d. Only those organizations and persons who are known to school officials, who have financial resources sufficient to cover all rentals and possible damages, and who are willing to discharge such obligations shall be permitted to use the school facilities and equipment.
- e. The rental fees for school facilities shall be set by the board.
- f. Non-curricular student groups or non-student groups (as those terms are defined below) that wish to use the facility must submit a facility use application which may be obtained from the district's central office. The application must be received by the superintendent prior to the approval of any facility use.
- g. The shop and weight room may not be used by students when school is not in session, unless supervised by a district staff member or a responsible adult upon approval of the superintendent. Use of the shop and weight room in violation of this provision may lead to the students being denied access to these facilities or other consequences permitted by board policy and Nebraska law.
- h.** Any person or group using the school facilities, for any purpose, must comply with all of the district's policies, rules, and regulations.

3. Definitions

- a. "Curriculum-related student groups" shall mean students participating in school-sponsored activities, supervised by district staff, related to the curriculum, and recognized by the board.
- b. "Extracurricular student groups" shall mean students participating in an extracurricular activity, sponsored by the district, supervised by district staff, and recognized by the board, such as athletic teams and academic teams which are not otherwise categorized as "curriculum-related student groups."
- c. "Non-curriculum related student groups" shall mean all other groups comprised primarily of students who attend the district participating in activities such as Boy Scouts, Girl Scouts, 4-H, political groups, religious groups, and other similar youth groups.
- d. "Non-student group" shall mean all other groups or individuals who apply to use district facilities.
- e. "Superintendent" shall mean the superintendent of schools or his/her designee.

4. Use of School Property by Student Groups

- a. Curriculum-related and Extracurricular student groups
 - i.) Curriculum-related and Extracurricular student groups may use school facilities at no cost to the group, if they restore the facilities to their prior state after using them.
 - ii.)** The district shall bear any costs associated with use by these groups (*e.g.*, the fee paid to a cook or a custodian required to be in attendance).
 - iii.) Curriculum-related and Extracurricular student groups have priority over non-curriculum related student groups and non-student groups.
- b. Non-curriculum related student groups
 - i. Non-curriculum related student groups may use the school building

during non-instructional time. Such use shall be without charge.

(1) Such uses shall occur while the building is normally open and there is a minimum of interference with custodians or other student and staff facility use.

(2) These groups may use the school buildings in the evening for meetings if the group is sponsored by an adult and the adult (1) files the application to use the facilities on behalf of the group and (2) assumes responsibility for cleanup and placing the area back in the condition it was in prior to use.

ii. Non-curriculum related student groups must apply for use of the facilities and secure the superintendent's permission before using school facilities.

iii. Non-curriculum related student groups may meet only on school premises at times and places determined by the superintendent.

iv. Non-curriculum related student groups must meet each of the following conditions to secure the superintendent's permission to use school facilities:

(1) The facility use will occur during non-instructional time.

(2) The district has facilities available to accommodate the group.

(3) The use is voluntary and for the general benefit of the student participants.

(4) The use will not substantially interfere with the orderly conduct of educational activities and other programs within the school.

5. Use of facilities by non-student groups

a. The superintendent may authorize the use of any school facilities for non-school activities by non-student groups.

b. In addition to the guidelines listed elsewhere in this policy and other board policies or administrative protocol, the superintendent will consider the following when making determinations regarding use of district facilities by non-student groups:

i. The local education association may hold meetings when classes are not in session and staff members are not on duty.

ii. Non-student groups which provide education-related programming and services for students and staff may be given priority of use over other outside groups. The superintendent has sole discretion in determining whether proposed uses relate sufficiently to the district's educational standards and programs.

iii. Non-student groups which provide programming and services for community members and others living within the district may be given priority of use over other outside groups.

c. Denial of access

i. The superintendent may limit or deny access to school buildings, grounds, and activities to any person whom the superintendent deems to be using the facilities inappropriately and contrary to the district's mission.

ii. Upon determining that a person or group has engaged in, or is engaging in conduct that constitutes grounds for exclusion under this policy, the superintendent shall take such action as he or she determines appropriate, including directing the person to cease engaging in the conduct or to leave the school premises or activity immediately. The superintendent may request assistance from law enforcement authorities to remove an offending person from the school grounds. A person who enters school premises in violation of these conditions shall be deemed to be trespassing.

iii. The superintendent shall have the authority to fix the time when, and the conditions under which, the offending person may return to school premises.

6. Students, staff, and community members may use or lease school equipment for non-school use only if they have received the prior permission of the superintendent.

7. Proof of Insurance

a. When any non-curriculum related or non-student group utilizes school district facilities, the group submitting the facility use application may be asked to provide proof of insurance up to the current tort claims limits applicable to political subdivision in the State of Nebraska. Currently, those

limits are \$1,000,000 per person for any number of claims arising out of a single occurrence and \$5,000,000 for all claims arising out of a single occurrence.

b. The district may require the non-curriculum related or non-student group to include the district as an additional insured on any such policies and may refuse access to its facilities until proof of satisfaction of this requirement is submitted to the superintendent.

8. No Fees for Admission

a. Non-curriculum related and non-student groups may not charge a fee to participate in or be a spectator at any recreational activity, event, or other such gathering occurring on district grounds unless approved in advance by the superintendent.

b. If the district retains control over the area of the premises in which the non-curricular and non-student group desires to use, meaning the district provides supervision, staffing, custodial services, or otherwise maintains its control during the group's use of the facilities, the group may not charge a fee for admission under any circumstances.

c. Non-curricular and non-student groups may charge for parking or vehicle entry onto the premises unless otherwise prohibited by the superintendent.

d. In the event that school personnel are utilized for the use of the identified event, the school district may charge an additional hourly rate for individuals involved.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3015
Time Away From School Activities

As it is important for students to have some nights free from school activities, school activities will not be scheduled on Wednesday nights or on Sundays without the approval of the superintendent.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3016
Use of Tobacco Products

The use or possession of any tobacco product, including cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems; alternative nicotine products; or any other such look-alike or imitation product, is not permitted on school property at any time.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3017
Press Releases

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3018
Denying Access to School Premises or Activities

The school district shall provide access to the district's buildings, grounds and activities to students, parents or guardians of students, and other persons who have legitimate reasons for being on school grounds. The superintendent of schools or his or her designee (referred to herein as the "administrator") may limit or deny access to school buildings, grounds, and activities to any person who:

1. Disrupts the educational environment;
2. Repeatedly fails or refuses to comply with the visitor protocol adopted by each building;
3. Is unreasonably boisterous;
4. Engages in violence, force, coercion, threats, intimidation, or similar conduct;
5. Causes or attempts to cause damage to school property or to the property of any student or school employee;
6. Causes or attempts to cause personal injury to any student, school employee or other person on school grounds or at a school activity on or off school grounds;
7. Uses vulgar, profane, or demeaning language; or
8. Uses fighting words;
9. Poses a danger to the safety and well being of students.

Upon determining that a person has engaged in, or is engaging in conduct that constitutes grounds for exclusion under this policy, the administrator shall take such action as he or she determines appropriate, including directing the person to cease engaging in the conduct or to leave the school premises or activity immediately. The administrator may request assistance from law enforcement authorities to remove an offending person from the school grounds.

The administrator shall have the authority to fix the time when, and the conditions under which, the offending person may return to school premises. A person who enters school premises in violation of these conditions shall be deemed to be trespassing. The administrator may summon law enforcement authorities to remove the person and request that criminal proceedings be initiated.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3019
Sale or Disposal of School Property

In selling school property, whether real or personal, the board of education shall be mindful of its financial obligation to the taxpayers of the school district. The board may sell school property in the manner it deems most appropriate for the particular property (e.g., by taking bids, by auction, or by selling the property for a specified price). The board shall take action at a regular meeting to approve the sale or disposal of property by the statutorily required two-thirds vote of the members before selling or disposing of it.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3020 Copyright Compliance

Restrictions on Use and Permission. Copyrighted works such as print, audio, video, software, applications, and other documents or media (“works”) may be reproduced or used for educational purposes only when the use of the reproduction is a fair use in compliance with state and federal copyright law or when the written permission or license for such use has been obtained from the copyright holder. A staff member who wishes to use any non-original work must obtain the prior written permission of the building principal. Unless the district has obtained a license for use of a work for its intended educational purpose, no principal shall grant permission for a requested use of a copyrighted work unless the principal has reasonable grounds to believe that it is a fair use under applicable copyright law. Only works requested to be used in the course and scope of employment with the district will be permitted.

Distribution of Copyright Compliance Materials. The district will make information available to staff and students which describes and promotes compliance with copyright laws.

Course Materials Subject to Copyright Protection. The purpose of this provision is to provide notice to all staff, students, and parents that course materials may be subject to copyright protection. No class materials may be used or copied for use outside of the class session or sessions in which the materials are used for educational purposes unless authorized or required by law. No student or staff member may take audio or video recording of any class in which copyrighted materials are used unless authorized or required by law or an applicable educational plan provided under state and federal disability laws. Any such recordings will be kept only long as required to fulfill the purpose of the recording, such as for evaluative purposes, or the applicable retention period required by law.

Copies for Individuals with Disabilities. This policy does not restrict district staff members from reproducing or distributing copies of copyrighted works in a specialized format for use by individuals with disabilities to gain access to the work.

Removal of Unauthorized Copyrighted Works. Upon obtaining knowledge or awareness of an unauthorized use of copyrighted works, the district will take reasonable steps to remove, deny access to, and stop use of any unauthorized copyrighted work stored in the district’s

paper or digital files or programs. This includes but is not limited to administrators accessing staff files and equipment for the purpose of physically removing curricular materials or directing staff members to cease using the materials immediately when there has been no license granted or fair use determination made. The superintendent or superintendent's designee may limit or deny access to district materials and programs to students or staff members who engage in violations of this policy or copyright law. The district may require the student or staff member to obtain training on copyright protections and limitations in order to regain access to any such materials or programs.

Violations by Students and Staff. Any staff member who violates this policy will face disciplinary action up to and including the cancellation, nonrenewal, or termination of the employee's employment. Any student who violates this policy may face disciplinary action up to and including expulsion. Individuals who subject the school district to financial penalty for copyright violations may be required to reimburse the district for its costs for such violation.

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

3021
Operation of School Business Office

The central office of the school district shall generally be open for business from 7:30 a.m. to 4:00 p.m. every weekday except for New Year's Day, President's Day, Easter Monday, Memorial Day, the Fourth of July, Labor Day, Thanksgiving, Day after Thanksgiving and Christmas Day.

The office shall generally be open, even on days when school is canceled due to inclement weather. The Superintendent shall be responsible for ensuring that the central office is appropriately staffed when the district is open for business and shall be responsible for supervising all staff employed in the central office.

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

3022
Volunteers

Volunteers provide valuable assistance to school district staff and enrich the education program. Community members are encouraged to volunteer their services to the district under the conditions set forth below.

1. Volunteers must provide the district with directory information including their name, address, and telephone number.
2. Upon request by the district, volunteers must promptly execute a Volunteer Services Agreement.
3. The district may, but is not required to, conduct a criminal background check on any volunteer. A potential volunteer who refuses to undergo a background check will not be permitted to volunteer for the district.
4. Volunteers shall not perform the duties of a teacher as that term is defined in Nebraska statutes or regulations.
5. Volunteers do not have any property right in or to a volunteer assignment. The school district may deny or terminate a volunteer assignment for any reason that is not unconstitutional or unlawful. The superintendent's decision shall be final.

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

3023 Record Management and Retention

The school district will comply with all federal record retention requirements, the Nebraska Records Management Act, and with Schedules 10 and 24 of the Nebraska Secretary of State's Records Management Division. These requirements apply to both physical and digital records. When permitted by Schedule 10 and Schedule 24 of the Nebraska Secretary of State's Office, records will be transferred to durable electronic media for long-term storage.

Special Rules Related to Electronic Forms of Communication.

Electronically stored information such as e-mail, instant messaging, and other electronic communication are important to the district's overall operation. E-mail and other forms of electronic communication which is subject to retention under the Nebraska Records Management Act may be moved to a storage method other than their original format. Each individual who creates or receives electronic communications that belong to or pertain to the operation of the district is responsible for determining whether and in what format those records must be maintained. Duplicate records may be destroyed at any time prior to the approved retention period. Staff members who are uncertain about whether a record should be retained should consult with their supervising administrator.

The district will archive all Google Apps data with metadata intact, except for instant messaging which users determine to be transitory. Only the domain administrator or other designated individual will be able to retrieve electronic communication and other electronically stored information which has been vaulted.

School-affiliated Social Media Posts. Communication on school-affiliated social media accounts are considered short-term communications pursuant to the Records Management Act. As such, they will be retained in their original form on the vendor's system and will not be deleted by the user for at least 6 months. Individuals who are uncertain as to whether a specific social media account is "school-affiliated" should refer to the Board's policy on Staff and District Social Media Use contained elsewhere in these policies.

Special Rules Related to Security Camera Footage. Video footage from security cameras is generally considered working papers under the Records Management Act, and will be overwritten consistent with the district's audio and video recording policy. Video footage which captures an event of educational or behavioral significance and contains personally-identifiable

information will be maintained by the school district pursuant to its policy on student records.

Student Records. The retention of student records is also governed by the board's policy on student records.

Records Regarding Pending or Threatened Litigation. When litigation against the district or its employees is filed or threatened, the district will take all reasonable action to preserve all documents and records that pertain to the issue. When the district is made aware of pending or threatened litigation, a litigation hold directive will be issued by the superintendent or his/her designee. The directive will be given to all persons suspected of having records that may pertain to the potential issues in the litigation. The litigation hold directive overrides any records retention schedule that may otherwise call for the disposition or destruction of the records until the litigation hold has been lifted.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3024

Booster Clubs and Parent-Teacher Organizations

Parent-teacher organizations and booster clubs (collectively, "Supporting Entities") promote goodwill throughout the community and strengthen educational programs via parental and community involvement in the district. However, the district's involvement with Supporting Entities may result in negative legal and political consequences.

Supporting Entities are separate entities from the district and board. Therefore, district employees may only participate in a Supporting Entity's activities as a member, officer, or director of the Supporting Entity. District employees may not participate in Supporting Entities in their capacity as a district employee. Further, in-school announcements for Supporting Entity sponsored functions must provide a clear indication that the function is sponsored by the Supporting Entity.

Notwithstanding anything herein to the contrary, an administrator employed by the district may attend the meetings of the Supporting Entity. An administrator who attends Supporting Entity meetings must strongly **recommend** that the Supporting Entity adopt the following policies:

- (a) The Supporting Entity should legally establish itself as a Nebraska Nonprofit Organization.
- (b) The Supporting Entity should require that
 - i. all checks written out of the Supporting Entity's checking account contain two signatures;
 - ii. sales slips, receipts, or invoices for every expenditure be provided to the Supporting Entity's treasurer and kept in the Supporting Entity's records; and
 - iii. bank statements be reviewed and approved by the Supporting Entity treasurer and reconciled by a Supporting Entity officer that does not have check-signing authority.

Supporting Entities may only use the district's facilities for meetings or public activities, and may only use the district's names, logos, or mascots, upon prior written approval of a district administrator.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3025
Returned and Outstanding Checks

Returned Checks. Any individual or entity that writes a check to the school district which is returned due to insufficient funds must reimburse the school district in cash for the amount of the check plus a \$35.00 returned check charge. Individuals or entities whose checks are repeatedly returned due to insufficient funds may be prohibited from paying amounts due to the school district via check.

Outstanding Checks. The superintendent will review outstanding checks issued from the school district's accounts. Outstanding checks are those which have not been deposited by the payee within 180 days of issuance. The board authorizes the superintendent or his or her designee to resolve all matters related to outstanding checks, including stopping payment and reissuing checks.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3026
Handbooks

The school district's handbooks for students and staff are intended to convey information and explain school regulations and procedures that are necessary for the school to run smoothly and efficiently. Although the board of education may take action to approve the handbooks annually, the administration has the authority to change the contents of any handbook so long as the changes are consistent with board policy.

None of the district's handbooks creates a "contract" between the school district, staff members, parents or students.

If any information contained in any handbook conflicts with board policy or state statute, the policy or statute will govern.

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

3027

Resolution of Conflicts Between Parents Over School Issues

It is in students’ best educational interests to have parents work cooperatively with each other and with school personnel regarding their children’s education. In certain circumstances, parents disagree with each other regarding their children’s education or other issues involved with the school district. Though such disagreements typically occur with separated or divorced parents, this regulation is not limited to those circumstances.

1) Obtaining Records and Conferring with Teachers.

All parents can obtain their children’s records and meet with their children’s teachers regardless of custody or visitation rights unless a court enters an order otherwise or their parental rights have been terminated. The district will not schedule separate parent-teacher conferences absent extraordinary circumstances.

2) Accessing a Child at School/Picking Up a Child.

School personnel will neither interpret nor enforce court orders governing the relations between separated or divorced parents unless the court order terminates the parental rights of a parent, limits a parent to supervised visitation with minor children or otherwise specifically limits the parent’s access to the child at school. In all other circumstances, parents may contact their child while at school or pick a child up from school at any time. School staff are not responsible for enforcing visitation schedules contained in any court order to which the school district is not a party.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3028
Sex Offenders

The safety of the students attending school is very important to the board of education. School employees, parents, and students should be aware of dangers posed by sex offenders living within the school district, and should be vigilant in providing protection against these dangers.

The Nebraska Legislature has enacted the Nebraska Sex Offender Registration Act. The Act requires sex offenders to register with the local county sheriff where they reside. The school district shall notify staff members, parents, and students of any registered sex offenders residing in the school district. Such notice shall contain information about the availability of further information on the State Patrol's web page, and shall inform the recipient of the prohibition against using the information for any retaliatory purpose against the sex offender, the offender's family, or the offender's employer. Only information deemed non-confidential pursuant to NEB. REV. STAT. §§ 29-4006 and 29-4009 will be disclosed in the aforementioned notification.

The board does not generally permit registered sex offenders on school grounds, at any school sponsored activity, or on any property under the control of the school district. The superintendent or his/her designee is hereby empowered to notify sex offenders of this policy and to grant limited permission to attend certain activities on a case-by-case basis.

Students who are registered sex offenders shall not be precluded from receiving a free education from the school district on that basis. The school district will consider a student's status as a registered sex offender in determining the student's educational placement and program.

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

3029
Distribution of Flyers Advertising Non-School Organization
Activities

As students can derive social and educational benefits from activities sponsored by non-school organizations, groups or individuals, the district will distribute flyers advertising activities of non-school organizations that meet the requirements set forth below:

1. The flyer may not contain statements that are obscene, lewd, vulgar, profane; violate federal, state or local laws or regulations; violate board policy; advocate the use or advertise the availability of any substance or material that may reasonably be believed to constitute a direct and substantial danger to the health or welfare of students, such as tobacco, alcohol or illegal drugs; incite violence; advocate use of force or urge violation of federal, state or municipal law, district policy or regulations; interfere with or advocate interference with the rights of any individual or the orderly operation of the schools and their programs.
2. The non-school organization must contact the district office to (a) inform the district that it wishes to have flyers distributed to students and (b) obtain a date from the office on which the flyers will be delivered.
3. The non-school organization must provide a sufficient number of copies of the flyer and must deliver them to the district at least three days before the date the flyers are to be distributed.
4. The flyer may not advertise any activity which will take place during instructional time or during school-sponsored activities.
5. The flyer must include a statement explaining that the organization is not affiliated with or endorsed by the district.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3030 Automatic External Defibrillator (AED) Program

An automatic external defibrillator (AED) is a portable device used to induce electrical stimulation to the heart muscle in the event of a potential cardiac arrest. The school district has a limited number of AEDs in its facilities. The location of the AEDs will be determined by the AED Program Coordinator in consultation with members of the school district administration and the local fire/EMS department. The presence of AEDs in certain locations in selected district buildings does not imply that AEDs will generally be available in all locations or in all district buildings. Likewise, the district does not make any promise, express or implied, that a trained staff member will be available to operate the AED in the event of a potential cardiac arrest.

1. Equipment

Equipment shall be an automated external defibrillator in working condition that meets standards established by the Federal Food and Drug Administration and is in compliance with the manufacturer's maintenance schedule. Gifts, grants and donations, including in-kind donations, designated for obtaining an automated external defibrillator, or for inspection, maintenance or training in the use of an automated external defibrillator will be accepted and placed into a special district account to assist in obtaining and maintaining AEDs.

When the school acquires an AED it will notify the local emergency medical service of the existence, location, and type of the AED, and will notify EMS of any change in the location of such defibrillator. If an AED is located in a bus or other school vehicle, only the primary site where the vehicle or object is located will be reported to EMS.

2. Program Coordinator

- a. The School District's AED Program Coordinator is the School Nurse.
- b. The Program Coordinator shall:
 - Consult with the school's administration and the medical advisor to develop a written protocol for the use of AEDs, and post such protocol near each AED
 - Select employees for AED training

- Arrange for appropriate training of anticipated users at least annually
- Maintain a training schedule that includes the names of those trained and dates both of current training and dates for recertification.
- Check equipment according to the manufacturer's guidelines and take appropriate action in the event of any variance or need
- Maintain on file a specification sheet on each approved AED model
- Monitor the effectiveness of this system
- Communicate with medical director on issues related to medical emergency response program including post-event reviews
- Coordinate with the local fire department and police department
- Take appropriate steps after an AED event, including sharing of data with appropriate medical and EMS personnel, cleaning, replacing or recharging components of the AED as appropriate.

3. Volunteer Responders

Anyone may, at their discretion, provide voluntary assistance to victims of medical emergencies. The extent to which these individuals respond shall be appropriate to their training and experience, and may include CPR, AED or medical first aid.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3031
Students Electing to Attend School in Adjoining State

The board shall deny applications of students seeking to attend school in an adjoining state. The board shall make an exceptions to this policy only upon a showing by the student's family that (1) the student will suffer extreme and unusual harm if not allowed to attend school in an adjoining state; or (2) the district's financial circumstances will be unaffected by the out-of-state transfer.

This policy shall not apply to out-of-state placements of students with verified disabilities by their Individualized Education Plan Teams.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3032

Copying Fees for School District Records

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

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

- Black and white letter or legal-sized photocopies: No charge for the first 5 copies; .05 cents for each copied page thereafter.
- Computer data printouts: No charge for the first 5 pages; no charge 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.
- 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 hours of searching, identifying, physically redacting, or copying records, but fees may be charged after the first four hours.
- 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 5 copies; .25 cents for each copied page thereafter.
- Computer data printouts: No charge for the first 5 pages; no charge for each page thereafter.
- Other medium: Actual cost of reproduction.
- Postage fees: Actual cost

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3033

Lending Textbooks to Children Enrolled in Private Schools

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

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

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

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

Any parent or legal guardian who wishes to borrow textbooks shall submit an application on the form prescribed by the Department of Education to the district's administration offices on or before January 15th prior to the school year for which the application is made. The district shall maintain a supply of blank application forms and receipt forms. It shall keep the forms that have been signed by parents and guardians in a separate file for at least 5 years. It shall notify the parents and guardians at least 10 days prior to the start of

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

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

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

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

3035

Chain of Command – District Administration

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

Student Discipline:	<ol style="list-style-type: none">1. Classroom Teacher2. Principal/Assistant Principal3. Superintendent
Instruction or Curriculum:	<ol style="list-style-type: none">1. Teacher2. Principal/Curriculum Director3. Superintendent
Transportation:	<ol style="list-style-type: none">1. Bus Driver2. Principal/Assistant Principal3. Superintendent
Facilities, Grounds, or Maintenance:	<ol style="list-style-type: none">1. Custodial staff2. Head custodian3. Principal4. Superintendent
Policy or Handbook:	<ol style="list-style-type: none">1. Principal2. Superintendent
Athletics:	<ol style="list-style-type: none">1. Coach2. Athletic/Activities Director3. Principal4. Superintendent
Personnel:	<ol style="list-style-type: none">1. Employee in question2. Principal3. Superintendent
All Other Matters	<ol style="list-style-type: none">1. Building Principal2. Superintendent

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3036

Purchasing (Credit) Card Program

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

Authorized Purchases. Authorized users have standing authority to use the purchasing card to charge actual, necessary, and reasonable travel expenses and all items related to the education of students at SPCS. Otherwise, the purchasing card may only be used to purchase goods and services approved by the board or the superintendent or designee. The maximum amount that may be charged in a single day is \$5,000.

Unauthorized Purchases. In no event shall the purchasing card be used for personal purchases, purchases that are not school related, alcohol purchases, or purchases that are not allowed by law. Such unauthorized use shall result in discipline, up to and including the end of employment. Individuals who make unauthorized purchases shall reimburse the district for the expense within ten days of the purchase or the discovery of the unauthorized purchase, whichever occurs first.

Authorized Users. The board may take action at any meeting to authorize additional users or to revoke or suspend user privileges. Such action shall be recorded in the minutes. The school shall also maintain a purchasing card in the name of the school district. School district employees may purchase school related goods and services with the school district credit card only with authorization from the superintendent.

Documentation. Employees seeking reimbursement for a purchasing card purchase shall submit an itemized receipt ***and*** a purchasing card receipt to the school district. The itemized receipt shall include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. ***A non-itemized credit card receipt alone is not sufficient.*** Designated school personnel shall maintain the documentation for at least 10 years or as otherwise required by Schedule 24 – Local Agencies (General Records) maintained by the Nebraska Records Management Division. Employees shall maintain copies of any documentation submitted to the school district.

Suspension or Termination of Privileges. The board or the superintendent (or his or her designee) (1) ***shall*** temporarily or permanently suspend the purchasing card privileges of any individual that does not

submit an itemized receipt for each purchasing card purchase, and (2) ***may*** temporarily or permanently suspend the purchasing card privileges of any individual for any other reason. The individual's purchasing card account shall be immediately closed and he or she shall return the purchasing card to the superintendent or board. Purchases that are not accompanied by the required documentation shall be considered unauthorized, and the individual making the purchase shall reimburse the district within 10 days of the purchase or the discovery of the non-itemized purchase, whichever occurs first.

Reward Points or Rebates. Any reward points, rebates, or other benefits received from the third-party purchasing card company are and shall remain the property of the school district.

Purchase Review Procedures. The superintendent, or his or her designee, shall conduct independent reviews of credit card expenses, or a sample thereof, on a monthly basis. Any unlawful or unauthorized expenditure or other discrepancy shall be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her designee shall provide the board at each regular meeting with the documentation submitted pursuant to this policy or a summary of that documentation with a description of each item sufficient to give the board reasonable notice of the items purchased. Any unlawful or unauthorized purchase shall be addressed as provided in this policy or as otherwise allowed by law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3037 Petty Cash

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

Fund Custodians. The amount of each fund will not exceed \$2000.00.

The individuals holding the following employment positions shall be the custodians of each petty cash fund and shall administer and be responsible for them:

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

Documentation. All petty cash fund disbursements are to be supported by an itemized receipt or other sufficient evidence that documents the expenditure. The itemized receipt or supporting documentation shall include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. Designated school personnel shall maintain the documentation for at least 10 years or as otherwise required by Schedule 24 – Local Agencies (General Records) maintained by the Nebraska Records Management Division. Employees shall maintain copies of any documentation submitted to the school district. Expenses will be assigned to the proper budget account.

Unauthorized Purchases. In no event shall the petty cash fund be used for personal purchases, purchases that are not school related, alcohol purchases, or purchases that are not allowed by law. Such unauthorized use shall result in discipline, up to and including the end of employment. Individuals who make unauthorized purchases shall reimburse the district for the expense within ten days of the purchase or the discovery of the unauthorized purchase, whichever occurs first.

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

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

Reconciliation and Closeout. Each petty cash fund will be reconciled by the school district treasurer and closed out at the end of the fiscal year (June 30th). The petty cash fund will be reestablished by the board of education at its July meeting or at such other meetings as determined by the board.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3039

Threat Assessment and Response

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

1. Definitions

- a. A **threat** is an expression of a willful intent to physically or sexually harm someone or to damage property in a way that indicates that an individual poses a danger to the safety of school staff, students or other members of the school community.
 - i. The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means.
 - ii. A **transient threat** is an expression of anger or frustration that can be quickly or easily resolved.
 - iii. A **substantive threat** is an expression of serious intent to harm others which includes, but is not limited to, any threat which involves a detailed plan and means.
- b. A **threat assessment** is a fact-based process emphasizing an appraisal of observed (or reasonably-observable) behaviors to identify potentially dangerous or violent situations, to assess them and to manage/address them. Threat assessment is the process of identifying and responding to serious threats in a systematic, data-informed way.
 - i. The threat assessment process is distinct from student disciplinary procedures. The mere fact that the district is conducting a threat assessment does not by itself necessitate suspension, expulsion or emergency exclusion without complying with state law and board policy related governing those actions.

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

2. Obligation to Report Threatening Statements or Behaviors.

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

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

3. Threat Assessment Team

The threat assessment team (team) may consist of the Superintendent, Director of Special Services, Director of Learning, information technology staff, school nurse, building principal(s), guidance counselor and local law enforcement.

Not every team member needs to participate in every threat assessment. If the threat has been made by or is directed towards, a student with a disability, the threat assessment team must include a staff member who is knowledgeable about special education services or Section 504 of the Rehabilitation Act, as appropriate. Neither the student nor their student's family members are part of the threat assessment team.

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

4. Threat Assessment Investigation and Response

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

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

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

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

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

5. Communication with the Public about Reported Threats

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

6. Coordination with the Crisis Team After Resolution of Threat

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

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

3040 School Safety and Security

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

I. General Safety and Security

a. NDE Rubric

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

b. School Hours

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

c. Access to School Facilities

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

d. Memorials

- i. Memorials often create a visual reminder of a particular crisis that may reintroduce feelings of grief for students. Therefore, memorials are

generally not allowed anywhere on school premises.

- ii. Individuals who wish to seek a waiver of the general prohibition against memorials must follow the steps outlined below:
 - a. The individual must first meet with the Superintendent or his/her designee to discuss the request for a memorial.
 - b. If the Superintendent determines that additional review is appropriate, he/she will refer the request for consideration by the crisis team.
 - c. The crisis team will consider:
 - i. The current research regarding the potential psychological harm that could be caused by a memorial;
 - ii. The potential disruption to the school's learning environment;
 - iii. The cost to the district of erecting and/or maintaining a memorial;
 - iv. Whether prior tragedies have been commemorated by a memorial;
 - v. The potential for future tragedies which could necessitate a similar memorial; and
 - vi. Any other factor which the crisis team deems relevant to its recommendation.
 - d. After consideration of the factors outlined above, the crisis team will make a recommendation as to whether the prohibition against memorials should be waived.

- e. The Superintendent will communicate the crisis team's recommendation to the individual requesting the memorial.
 - f. If the crisis team recommends waiver of the prohibition against memorials, the individual who made the initial request must inform the Superintendent if he/she wishes to ask the board to approve the memorial.
 - g. Memorials may only be approved by the board and only after completion of the process outlined in this policy.
- iii. This policy is not intended to discourage the acceptance of memorial funds or specific items.

II. Superintendent's Duties Related to Safety and Security

a. Appointment of Crisis Team

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

- Administrators
- Teachers
- Health/mental health
- Facilities staff
- Transportation staff
- Food service staff member
- Information technology staff
- Students
- Parents
- Staff member with expertise on the needs of students with disabilities
- Organizations that serve the disabled
- Organizations that serve the needs of minority populations (ELL, race, etc.)

- Representatives from local early responders (law enforcement, fire and rescue personnel, railroad, factories, etc.)

b. Compliance with Fire and Safety Codes

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

c. Annual Safety Audits

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

d. Mutual Aid Agreements

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

III. Building Principals' Duties Related to Safety and Security

a. Positive and Safe Learning Environment

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

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

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

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

b. Visitor Protocol.

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

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

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

c. Emergency Drills

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

- i. Fire drills (evacuation): One fire drill conducted monthly with one additional drill being conducted during the first 30 days of school.
- ii. Tornado drills (shelter): One drill during the first two weeks of school and the second drill during the month of March.
- iii. Bus evacuation drills: Two drills during the school year involving all students and appropriate staff. Recommended that one drill occur during the first month of school.

Each building principal must also conduct any non-required drills recommended by crisis team.

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3041

Crisis Team Duties

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

1. Membership on and Chair of Team

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

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

2. Meetings of the Crisis Team

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

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

3. School Self-Assessment

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

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

4. All-Hazard School Safety Plan

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

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

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

5. Standard Response Protocol (SRP)

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

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

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

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

6. Consultation With Building Principals

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

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

crisis team will consult with building principals to review both required and non-required drills.

7. Consultation with Threat Assessment Team

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

8. Review of Training

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

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

9. Communication with School Community and Stakeholders

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

10. Communication with the Board of Education

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

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

3042

Construction Management at Risk Contracts

This policy is adopted pursuant to the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. § 13-2901 through § 13-2914).

The board shall adopt a resolution by a two-thirds affirmative vote selecting the construction management at risk contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract. For a project authorized under subsection (3) of section 13-2914, the resolution shall include a statement that the political subdivision has made a determination that the construction management at risk contract delivery system is in the public interest based, at a minimum, on one of the following criteria: (a) Savings in cost or time or (b) requirement of specialized or complex construction methods suitable for the construction management at risk contract delivery system.

Definitions. For purposes of this policy:

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

Procedures.

1. Procedures for the preparation and content of requests for

proposals shall include the following:

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

2. Procedures for the preparation and submission of proposals by the construction manager shall be determined on a project-by-project basis and included within the requests for proposals.
3. Procedures for evaluating requests for proposals submitted to the school district by a construction manager shall include the following:
 - A. The school district shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the school district. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a construction manager under the Act, and (5) a resident of the school district other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a construction manager who has a proposal being evaluated and shall not be employed by the school district or the school's architect or engineer.
 - B. The selection committee and the school district shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:
 - (1) The financial resources of the construction manager to complete the project;
 - (2) The ability of the proposed personnel of the construction manager to perform;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the construction

manager;

- (4) The quality of performance on previous projects;
- (5) The ability of the construction manager to perform within the time specified;
- (6) The previous and existing compliance of the construction manager with laws relating to the contract; and
- (7) Such other information as may be secured having a bearing on the selection.

The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of NEB. REV. STAT. § 84-712.01.

- C. The school district shall then evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee.
4. Procedures for negotiations between the school district and the construction managers submitting proposals prior to the acceptance of a proposal if any such negotiations are contemplated shall include the following:
- A. The school district may attempt to negotiate a construction management at risk contract with the highest ranked construction manager and may enter into a construction management at risk contract after negotiations.
 - B. The negotiations shall include a final determination of the manner by which the construction manager selects a subcontractor.
 - C. If the school district is unable to negotiate a satisfactory contract with the highest ranked construction manager, the school district may terminate negotiations with that construction manager. The school district may then undertake negotiations with the second highest ranked construction manager and may enter into a construction

- management at risk contract after negotiations.
- D. If the school district is unable to negotiate a satisfactory contract with the second highest ranked construction manager, the school district may undertake negotiations with the third highest ranked construction manager, if any, and may enter into a construction management at risk contract after negotiations.
 - E. If the school district is unable to negotiate a satisfactory contract with any of the ranked construction managers, the school district may either revise the request for proposals and solicit new proposals or cancel the construction management at risk process under the act.
 - F. If the school district is able to negotiate a satisfactory contract with a construction manager, the school district shall file a copy of all construction management at risk contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the construction manager shall file a copy of all contract modifications and change orders with the State Department of Education.
5. Procedures for filing and acting on formal protests relating to the solicitation or execution of construction management at risk contracts shall include the following:
- A. Definitions.
 - (1) Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the school district to another party or by the failure of the school district to award a contract to such actual or prospective bidder.
 - (2) Protest shall mean a written objection by an interested party on any phase of the bidding process, including specification, preparation, bid solicitation, and intent to award.
 - B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged

apparent improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the construction manager. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

- (1) The name and address of the interested party;
- (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
- (3) A detailed statement of reasons for the protest;
- (4) Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
- (5) The action(s) the protestor desires the school district to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The school district shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded, unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the school district.

- C. Authority to Resolve Protests. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the protest is not resolved by mutual agreement, the Superintendent shall create and deliver a

Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protester and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protester may appeal to the Board, but the decision shall be final unless the interested party protester files a timely appeal with the Board.

D. Board Appeal Procedures. Any interested party protester, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. The school district board of education shall consider the Decision of the Superintendent and shall make the final decision on the protest. The school district board of education's decision shall be final.

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3043 Design-Build Contracts

This policy is adopted pursuant to the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. § 13-2901 through § 13-2914).

The board shall adopt a resolution by a two-thirds affirmative vote selecting the design-build contract delivery system prior to proceeding with any of the steps involved with solicitation or execution of any construction contract. For a project authorized under subsection (3) of section 13-2914, the resolution shall include a statement that the political subdivision has made a determination that the design-build contract delivery system is in the public interest based, at a minimum, on one of the following criteria: (a) Savings in cost or time or (b) requirement of specialized or complex construction methods suitable for the design-build contract delivery system.

Definitions. For purposes of this policy:

1. Board means the District's Board of Education.
2. Department means the Nebraska Department of Education.
3. Design-Build Contract (DB Contract) means a contract which is subject to qualification-based selection between the District and a Design-Builder to furnish (a) architectural, engineering, and related design services for a project pursuant to the Nebraska Political Subdivisions Construction Alternatives Act (Act) and (b) labor, materials, supplies, equipment, and construction services for a project pursuant to the Act.
4. Design-Builder means a legal entity which proposes to enter into a DB Contract which is subject to qualification-based selection pursuant to the Act.
5. District means Springfield Platteview Community Schools.
6. NEARA means the Nebraska Engineers and Architects Regulation Act.
7. Performance-Criteria Developer (PCD) means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the NEARA who is selected by the District pursuant to this policy to assist the District in the development of Project Performance Criteria, Requests For

Proposals, evaluation of Proposals, evaluation of construction under a DB Contract to determine adherence to the Project Performance Criteria, and any additional services requested by the District to represent its interests in relation to a project.

8. Project Performance Criteria means the performance requirements of the project suitable to allow the Design-Builder to make a Proposal. Performance requirements include the following, if required by the project: capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm weather retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the project.
9. Proposal means an offer in response to a Request For Proposals ("RFP") by a Design-Builder to enter into a DB Contract for a project pursuant to the Act.
10. Act means the Nebraska Political Subdivisions Construction Alternatives Act.
11. Request for Proposals (RFP) means the documentation by which the District solicits Proposals.
12. Superintendent means the District's Superintendent of Schools.

Procedures. The District shall follow the procedures below in connection with any DB Contract.

1. **Rules and Procedures for Selecting and Hiring a PCD for a Specific Project.**
 - A. The District shall encourage eligible persons or organizations who desire to provide services to the District as a PCD to submit a statement of qualifications and performance data to the District. At least thirty days prior to selecting and hiring a PCD, the District shall publish notice in a newspaper of general circulation in the District that it is seeking a PCD for a design-build project. The notice shall include the following:
 - (1) A general description of the Design-Build project;

- (2) Directions regarding how interested persons or organizations can apply for consideration by the District;
 - (3) The date by which persons or organizations must submit their applications; and
 - (4) A statement that any person or organization applying for consideration by the District must obtain a copy of the District's Design-Build Contract Policy from the Superintendent.
- B. To apply to be the District's PCD, applicants must submit a current statement of qualifications and performance data to the District. The statement of qualifications must include evidence that the applicant is licensed or certified to practice architecture or engineering pursuant to the NEARA. Applicants must update any information provided to the District to reflect any changed conditions of the applicant.
- C. Applicants shall first be certified by the Superintendent as qualified to act as a PCD for the District. In order to certify an applicant, the Superintendent shall make a finding that a PCD is fully qualified to render the required service. Factors to be considered in making this finding shall include capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; experience; equipment and facilities; promptness, and the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.
- D. The Board shall evaluate each qualified applicant's current statement of qualifications and performance data. The Board shall conduct discussions with, and may require public presentations by no less than three applicants regarding their qualifications, approach to the project, ability to furnish the required service, and other factors identified above.
- E. The Board shall select, in order of preference, at least three applicants deemed to be most highly qualified to perform the required services after considering the factors outlined above.

- F. The Board shall negotiate a contract with the most qualified applicant for compensation which the Board determines is fair and reasonable. In making this determination, the Board shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For all lump-sum or cost-plus-a-fixed-fee professional service contracts, the Board shall require the applicant receiving the award to execute a certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Board determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

- G. If the Board is unable to negotiate a satisfactory contract with the applicant considered to be the most qualified at a price the Board determines to be fair and reasonable, it shall terminate negotiations with that applicant. The Board may then undertake negotiations with the second most qualified applicant. If the Board fails to reach an agreement with the second most qualified applicant, it shall terminate negotiations with that applicant. The Board shall then undertake negotiations with the third most qualified applicant.

- H. If the Board is unable to negotiate a satisfactory contract with any of the selected applicants, it shall either select additional applicants in order of their competence and qualification and continue negotiations in accordance with this policy until an agreement is reached or review the agreement under negotiation to determine the possible cause for failure to achieve a negotiated agreement.

- I. The Board may designate a committee to carry out any or all of the Board's duties under the PCD selection section of this policy, provided that the Board must approve any agreement with an applicant prior to its execution. Any such committee must have among its membership at least one person who is licensed to practice architecture or engineering pursuant to the NEARA.

- J. The public shall not be excluded from the meetings or proceedings under this section of this policy in accordance with the Open Meetings Act.
- K. The contract between the District and the PCD shall contain a prohibition against contingent fees as follows: "The PCD warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PCD, to solicit or secure this agreement and that the PCD has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PCD, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or the making of this agreement." Upon violation of such provision, the District shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, or consideration.
- L. The PCD is ineligible to be included as a provider of any services in a Proposal for the project on which it has acted as a PCD.
- M. A PCD may not be employed by or may not have a financial or other interest in a Design-Builder that will submit a Proposal.

2. Procedures and standards to be used to prequalify Design-Builders.

- A. The District, with the help of the PCD, shall prepare a request for letters of interest. The request for letters of interest shall:
 - (1) Describe the project in sufficient detail to permit a Design-Builder to submit a letter of interest;
 - (2) Be published in a newspaper of general circulation within the District at least 30 days prior to the deadline for receiving letters of interest; and
 - (3) Be sent by first-class mail to any Design-Builder upon request.
- B. Letters of interest shall be reviewed by the District in consultation with the PCD. The District and the PCD will evaluate prospective Design-Builders based on the information submitted to the District in response to the request for letters of interest.

- C. The District shall select at least three prospective Design-Builders, except that if only two Design-Builders have submitted letters of interest, the District shall select at least two prospective Design-Builders. Such selected Design-Builders shall be considered prequalified and eligible to receive and respond to the RFP.
- D. The District and PCD shall use the following standards when selecting which prospective Design-Builders to prequalify: capabilities to perform, adequacy of personnel, past record and performance, and experience; and may also include consideration of recent, current, and projected workloads; experience; equipment and facilities; promptness, and the quality of work previously done by applicant; suitability to the particular task; willingness to meet time and budget requirements; and such other qualities as are found necessary to consider in order to determine whether or not, if awarded the contract, the applicant could perform it strictly in accordance with its terms capabilities to perform.

3. Procedures for the preparation and content of RFPs.

- A. The District, with the help of the PCD, shall prepare the RFP, which shall contain:
 - (1) The identity of the school district for which the project will be built and will execute the Design-Build Contract;
 - (2) A copy of this Design-Build Contract Policy and all other policies adopted by the District relating to the DB Contract;
 - (3) The proposed terms and conditions of the DB Contract, including any terms and conditions which are subject to further negotiation. The proposed general terms and conditions shall be consistent with nationally recognized model general terms and conditions which are standard in the design and construction industry in Nebraska. The proposed terms and conditions may set forth an initial determination of the manner by which the Design-Builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding;
 - (4) A project statement which contains information about the scope and nature of the project;
 - (5) Project Performance Criteria;

- (6)** Budget parameters for the project;
- (7)** Any bonds or insurance required by law or as may be additionally required by the District;
- (8)** The criteria for evaluation of Proposals and the relative weight of each criterion;
- (9)** A requirement that the Design-Builder provide a written statement of its proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;
- (10)** A requirement that the Design-Builder agree to the following conditions:
 - (i) An architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;
 - (ii) At the time of the design-build offering, the Design-Builder will furnish to the Board a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;
 - (iii) The architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the Design-Builder prior to the completion of the project without the written consent of the Board;
 - (iv) A Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will: (a) comply with the NEARA by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and
 - (v) The rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the NEARA and rules and regulations adopted under the Act; and

(11) Other information the District chooses to require.

B. At least 30 days prior to the deadline for receiving and opening Proposals, the notice of the RFP shall be:

- (1) Published in a newspaper of general circulation within the District;
- (2) Filed with the Department; and
- (3) Sent by first-class mail to the prequalified Design-Builders only.

4. Procedures for preparing and submitting Proposals.

- A. Prequalified Design-Builders shall prepare and submit Proposals as required by the RFP.
- B. All Proposals shall be sealed. Proposals shall not be opened until expiration of the time established for making Proposals as set forth in the RFP.
- C. Proposals may be withdrawn at any time prior to acceptance.
- D. The District has the right to reject any and all Proposals except for the purpose of evading the law. The District may thereafter solicit new Proposals using the same or a different Project Performance Criteria.

5. Procedures for evaluating Proposals.

- A. The District may only proceed to negotiate and enter into a DB Contract if there are at least two proposals from prequalified Design-Builders.
- B. The District shall refer the proposals for recommendation to a selection committee. The selection committee shall be a group of at least five persons designated by the District. Members of the selection committee shall include (1) members of the school board, (2) members of the school administration or staff, (3) the school's architect or engineer (4) any person having special expertise relevant to selection of a design-builder under the Act, and (5) a resident of the District other than an individual included in subdivisions (1) through (4) of this subsection. A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a design-builder who has a proposal being

evaluated and shall not be employed by the District or the school's architect or engineer.

C. The selection committee and the District shall evaluate proposals taking into consideration the criteria enumerated in subdivisions (1) through (7) of this subsection with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

- (1) The financial resources of the design-builder to complete the project **(up to ten percent)**;
- (2) The ability of the proposed personnel of the design-builder to perform **(up to thirty percent)**;
- (3) The character, integrity, reputation, judgment, experience, and efficiency of the design-builder **(up to thirty percent)**;
- (4) The quality of performance on previous projects **(up to thirty percent)**;
- (5) The ability of the design-builder to perform within the time specified **(up to thirty percent)**;
- (6) The previous and existing compliance of the design-builder with laws relating to the contract **(up to ten percent)**; and
- (7) Such other information as may be secured having a bearing on the selection **(up to twenty percent)**.

The records of the selection committee in evaluating proposals and making recommendations shall be considered public records for purposes of NEB. REV. STAT. § 84-712.01.

D. The District shall then evaluate and rank each proposal on the basis of best meeting the criteria in the request for proposals and taking into consideration the recommendation of the selection committee.

6. Procedures for Negotiations between the District and Design-Builders Submitting Proposals Prior to the District's Acceptance of a Proposal.

- A.** The District may attempt to negotiate a DB Contract with the highest ranked Design-Builder selected by the Board and may enter into a DB Contract after negotiations.
- B.** The negotiations shall include a final determination of the manner by which the design-builder selects a subcontractor.
- C.** If the District is unable to negotiate a satisfactory DB Contract with the highest ranked Design-Builder, it may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the second highest ranked Design-Builder and may enter into a DB Contract with that Design-Builder after negotiations.
- D.** If the District is unable to negotiate a satisfactory DB Contract with the second highest ranked Design-Builder, it may terminate negotiations with that Design-Builder. The District may then undertake negotiations with the third highest ranked Design-Builder, if any, and may enter into a DB Contract with that Design-Builder after negotiations.
- E.** If the District is unable to negotiate a satisfactory DB Contract with any of the ranked Design-Builders, it may either revise the RFP and solicit new Proposals or cancel the design-build process.
- F.** If the District is able to negotiate a satisfactory contract with a design-builder, the District shall file a copy of all design-build contract documents with the State Department of Education within thirty days after their full execution. Within thirty days after completion of the project, the design-builder shall file a copy of all contract modifications and change orders with the State Department of Education.

7. Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of DB Contracts.

- A.** Definitions.
 - (1)** Interested party shall mean an actual or prospective bidder whose direct economic interest would be affected by the award of a contract by the District to another party or by the failure of the District to award a contract to such actual or prospective bidder.
 - (2)** Protest shall mean a written objection by an interested party on any phase of the bidding process, including

specification, preparation, bid solicitation, and intent to award.

B. Right to Protest. An interested party may protest to the Superintendent. The protest shall be submitted in writing on company letterhead within five working days after public notice of the bid. Protests based on alleged apparent improprieties in a solicitation or other request for proposals must be filed before bid opening or the closing date for receipt of proposals. In all other cases, the protest must be filed within five working days following the selection of the design-builder. To expedite handling of protests, the envelope containing the protest should be clearly labeled "Protest". The written protest shall include as a minimum the following:

- (1) The name and address of the interested party;
- (2) Appropriate identification of the relevant solicitation, and if a bid has been opened, its number, and date of opening;
- (3) A detailed statement of reasons for the protest;
- (4) Supporting, exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and a list of all persons who have knowledge of facts relevant to the protest; and
- (5) The action(s) the protestor desires the school district to take to resolve the protest.

The Superintendent will immediately decide upon receipt of the protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended. The school district shall not proceed further with the solicitation or with the award of the contract and shall suspend performance under the contract, if awarded, unless the Superintendent makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the District.

C. Authority to Resolve Protests. Prior to the commencement of an administrative review by the Board concerning any protest, the Superintendent shall attempt to resolve any protest filed by an interested party concerning any solicitation. If the

protest is not resolved by mutual agreement, the Superintendent shall create and deliver a Decision to the protestor within a reasonable time after the written protest was received. The Decision shall include a written summary of the Superintendent's investigation and a recommendation regarding the outcome of the protest. The Decision shall (1) state the reasons for the action taken, and (2) inform the interested party of their right to the administrative review by the Board. A copy of the Decision shall be mailed or otherwise furnished immediately to the interested party and any other party intervening protestor and all other bidders. If not satisfied with the decision of the Superintendent, any interested party protestor may appeal to the Board, but the decision shall be final unless the interested party protestor files a timely appeal with the Board.

D. Board Appeal Procedures. Any interested party protestor, within five working days of receipt of a decision of the Superintendent, may file with the Superintendent a written notice of appeal for an administrative review before the Board. The Notice of Appeal must clearly state the action protested and the basis of appeal. The Board will conduct an administrative review at its next regularly scheduled meeting or at a special meeting. The school district board of education shall consider the Decision of the Superintendent and shall make the final decision on the protest. The school district board of education's decision shall be final.

8. **Refinements and Changes.** A DB Contract may be conditioned upon later refinements in scope and price and may permit the District, in agreement with the Design-Builder, to make changes in the project without invalidating the DB Contract. Later refinements shall not, however, exceed the scope of the project statement contained in the RFP.

9. **Projects Excluded.** The District shall not use a design-build contract for any construction project excluded by NEB. REV. STAT. § 13-2914 or any other applicable law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3044 Incidental or De Minimis Use of Public Resources

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

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

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

permitted by the Act

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3045 Use of Sniffer Dogs

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

Protocol for Use of Sniffer Dogs

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

7. If the sniffer dog alerts, the alert will constitute reasonable cause for the administration to conduct a search of the property. If the sniffer dog alerts on a vehicle on school grounds, the owner will be required to unlock the vehicle doors and trunk for further inspection of the interior of the vehicle. If the owner refuses to unlock the vehicle, the matter will be turned over to law enforcement authorities. The owner will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law. This may include discipline for the refusal to obey an administrative directive.
8. Any illegal drugs or contraband found on school grounds, whether in a desk, locker, vehicle, or any other place on school grounds, will be confiscated and turned over to law enforcement authorities. A student's parents will be contacted. The individual will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law.
9. At the conclusion of the inspection, school officials will confer with the canine provider and/or any law enforcement authorities who were involved in the inspection to review the results of the inspection. The administration may authorize any follow-up inspections or other action deemed appropriate.

NOTICE TO STUDENTS AND STAFF

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

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

Adopted on: _____
Revised on: _____

Reviewed on: _____

3046 Animals at Schools

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

I. USE OF ANIMALS FOR INSTRUCTIONAL PURPOSES

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

II. SERVICE ANIMALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. THERAPY ANIMALS

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

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

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

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

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

Health and Vaccination. The therapy animal must be clean, well groomed, in good health, house broken, and immunized against diseases common to such animals. The Owner must submit proof of

current required licensure from the local licensing authority and proof of the therapy animal's current vaccinations and immunizations from a licensed veterinarian, if applicable.

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

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

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

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

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

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

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

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

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

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

Allergic Reactions. If any student or school employee assigned to a classroom in which a therapy animal is permitted suffers an allergic reaction to the therapy animal, the Owner of the animal will be required to remove the animal to a different location designated by an administrator.

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3047
Data Breach Response

I. Preparation

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

A. Data Governance

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

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

B. New Devices and Software

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

II. Incident Response Plan

A. Assessment and Investigation

1. If the District becomes aware of a data breach it will make every reasonable effort to remedy the cause of the breach as soon as possible.
2. The District will conduct a good faith, reasonable, and prompt investigation to determine the likelihood that

personal information has been or will be used for an unauthorized purpose.

3. This investigation will include, but not be limited to, an assessment of what software, hardware, and physical documents were accessed; which District personnel had access to the compromised data; and what specific data was compromised.

B. Notification of Affected Individuals

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

C. Notification of Law Enforcement and Outside Organizations

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

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

3048 Communicable Disease

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

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

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

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

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3049

Drones and Unmanned Aircraft

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3050 Technology in the Classroom

I. In General

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

II. Devices

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

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

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

III. Applications

A. School as Agent. The school will serve as an agent for parents/guardians in the collection of information within the school context. The school's use of student information is solely for education purposes.

B. District Applications. The district uses various software applications to record, track, and store student data. Each application selected by the district is in compliance with federal and state law, to the best of the administration's knowledge. Should the district become aware that an application used by the district has suffered a data breach, or been found to be out of compliance with federal or state law, the district will investigate the scope of the violations and notify students, parents, and staff in accordance with district policy.

C. Staff-Selected Applications.

1. Staff are permitted to select applications for use in the classroom.
2. Staff must perform basic due diligence to ensure that the application is safe for students and serves a pedagogical purpose. Staff must notify their supervising administrator of the application they plan to use as part of their lesson plan prior to their use in the classroom. The district may at any time direct that a teacher discontinue use of a given application. The district will provide training on the relevant student privacy laws to staff members who are selecting and deploying applications in the classroom.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3051 Opioid Overdose Prevention and Response

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

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

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

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

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3052 Leasing Personal Property

I. Leases of Personal Property by the District

A. Applicability of this policy.

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

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

B. General Leasing Policy

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

C. Leasing Procedures

1. School personnel must secure the approval of the board or superintendent before entering into a lease for personal property.
2. For lease of more than \$50,000, the district will secure written quotes and/or estimates from a reasonable number of vendors. The district will lease from a responsible vendor with the lowest price unless the board approves the lease from the more expensive vendor.

D. Relations with Vendors

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

II. Lease of District-Owned Personal Property to Others

A. Personal Property Valued at No More Than \$25,000

If the Superintendent determines that any personal property that is owned by the school district and has a fair market value of no more than \$25,000 is not needed for school district use, the Superintendent may enter into a lease agreement for a period no longer than the period of time during which such property is not needed for school purposes and in no event longer than 30 days. The Superintendent is authorized to determine the terms and conditions of the lease of this district-owned personal property, provided however that Superintendent will avoid leasing such personal

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

B. Personal Property Valued in Excess of \$25,000

If the board of education determines that any personal property that is owned by the school district and has a fair market value of at least \$25,000 is not needed for school district use, the board may lease such property, or portion thereof, upon such terms and conditions as it determines.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3053 Nondiscrimination

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

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

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

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

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

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

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

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

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

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

The Uniformed Services Employment and Reemployment Rights Act (USERRA) - provides job protections and reemployment rights to

military reservists and National Guard members called to active duty

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

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

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

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

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3054
Law Enforcement Unit

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

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

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3055 School Resource Officers

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

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

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

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

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

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3056 Guest Speakers

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

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

1. Research the guest speaker, have a clear understanding of the guest speaker's purpose and message, and determine that the speaker's message complies with the school district's policies and fundamental values.
2. Complete a Guest Speaker Request Form and submit it to the building principal at least 30 days prior to the proposed appearance.
3. Notify the main office of name, time, and date of the guest speaker's appearance (if the request is approved).
4. Notify parents of the name, time, date, and topic and summary of the presentation at least 15 days before the presentation (if the request is approved).
5. Require the guest speaker to submit a copy of any visual or written materials to the employee at least 24 hours prior to any presentation. The employee shall submit the materials to the principal upon receipt.
6. Prepare students in advance for the experience.
7. Inform the guest speaker that students or employees may ask challenging questions or offer differing viewpoints.
8. Terminate the presentation if the speaker fails to limit his or her remarks to the subject on which he or she has been invited to speak.
9. Remain with the speaker and students to facilitate and monitor the discussion.

10. Provide appropriate follow-up activities and education.

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

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

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

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

Controversial Issues. If the employee or administrator determine that the guest speaker's topic or presentation is partisan or controversial but will

still be of benefit to the students, (1) the employee and administrator will work with the guest speaker to develop a plan that will allow the issue to be presented in an objective and unbiased manner and/or (2) the employee and administrator will develop a plan that will allow opposing viewpoints to be presented. The employee will notify students and their parents at least 30 days in advance of the nature of the presentation. If a student does not wish to attend a controversial presentation, the employee will either excuse the student from attending or provide an alternative assignment.

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3057
Title IX Policy

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

1. Title IX Coordinator

1.1. **Designation.** The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the "**Title IX Coordinator.**" The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, 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 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

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

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

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

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

5.7.3. As to all appeals, the district will:

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

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

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

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

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

5.7.3.6. Provide the written decision simultaneously to both parties.

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

5.8.1. Provides to the parties a written notice disclosing:

5.8.1.1. The allegations;

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

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

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

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

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

5.9. Recordkeeping.

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

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

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

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

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

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

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

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

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

8. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the

district, and that the district will not provide any such athletics separately on such basis.

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

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

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

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

10.1. **Specific Circumstances.**

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

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

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

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

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

Adopted on: _____

Reviewed on: _____

Revised on: _____

3058

Naming School Facilities and Property

The purpose of this policy is to establish the criteria and procedures for naming and renaming school district facilities or property.

Authority. The board shall have the authority to name all school district facilities or property. The board reserves the right to refuse to name any facility or piece of property and to make name changes at any time.

Definition. "Facilities or property" means any physical structure owned by the school, including any new, existing, or leased building; a wing of a building; any room; or other significant features or portion thereof such as a fountain, monument, plaza, garden, landscaped area, street, running course, running track, playing field, practice field, playing court, practice court, bench, memorial, or stage.

Committee or Administrative Review. Prior to formal naming action by the board, the matter may be referred to the superintendent or a school committee for consideration, review, and recommendation to the board.

Naming Criteria. The district may name facilities or property after the community, subdivision, or street on which the school is located; the geographic location of the school; or any significant landmark. The district may name facilities or property for an individual, family, or entity meeting at least one of the following criteria:

1. A faculty member, staff member, board member, alumni, volunteer, or other community member who has made an outstanding contribution to education, humanity, or community; or have displayed outstanding leadership; or be a person of historical significance; and who has been deceased for at least five years;
2. Financial donors who make a significant financial contribution to the school generally or to a specific school activity or program; and
3. Financial donors who make a significant financial contribution toward the construction of a new facility/property or facility/property renovation.

The district will not grant a naming right without the informed consent of the named party or his/her/its authorized representative.

Due Diligence Review. The board or its designee shall conduct a due diligence review of any proposed facility or property name to consider whether it is and will continue to be a positive and appropriate reflection on

the school, whether the name conforms with the purpose and mission of the school, and whether there are any conflict of interest issues. The board or its designee shall also consult with district legal counsel to ensure that any proposed name complies with applicable policies, laws, and regulations and to determine if any proposed name would have an adverse impact on existing or future tax-exempt bond issues.

Renaming Facilities. Once established, the name of school district facilities or property generally shall not be changed absent compelling reason to do so as determined by the board. Compelling reasons include, but are not limited to, the person or entity or any of its officers, agents, or employees committing any act or doing anything which might tend to bring the person or entity or any of its officers, agents, or employees into public disrepute, contempt, scandal, or ridicule, or which might tend to reflect unfavorably on the district or if the continued use of the name is contrary to the educational mission of the district. The named party may, without refund of any consideration paid or provided, terminate his/her/its acceptance of the naming rights prior to the scheduled termination date upon request to and approval of the board. If the request is granted, the named party shall be solely responsible for all costs of removal of the names.

Current Facilities or Property. Facility and property names that exist at the time this policy is adopted shall remain in effect, subject to future renaming consistent with this policy.

Adopted on: _____

Revised on: _____

Reviewed on: _____



the art of education
UNIVERSITY

Springfield Platteview Community School District

Quote published on December 15, 2022

**Springfield Platteview
Communty School District**
14801 S 108TH ST
SPRINGFIELD, NE 68059

Heidi Zierott
Director of Learning
hzierott@spcsne.org
402.592.1300

Comments from Simeon Cardwell

- **TERM: March 1, 2023- Aug. 30, 2030 (7 years and 5 months)**
- **10% term discount applied**

Simeon Cardwell - District Sales Manager



Products & Services

Item & Description	Quantity	Unit Price	Total
Professional Suite Seven Year Term PRO Learning Personalized professional learning platform with on-demand access to instructional video training and supplemental resources exclusively for art educa-	2	\$7,343.00	\$13,217.40 after 10% discount for 7 years

Item & Description	Quantity	Unit Price	Total
tors. Includes product training and implementation support.			
FLEX Curriculum Customizable curriculum platform with on-demand access to standards-aligned lesson plans and instructional resources exclusively for art education. Includes product training and implementation support.			
NOW Conference Annual Pass - Two Events Online, one-day professional development conference with 15+ highly-practical and relevant presentations. Includes conference After Pass for access to the recorded presentations for a full year following the events.			

Professional Suite Five Month Alignment	2	\$437.10	\$874.20 for 5 months
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School Success Package Standard	1	\$0.00	\$0.00
A comprehensive support package that includes access to a dedicated School Success Manager, teacher onboarding, product training, implementation, progress monitoring, and ongoing support.			

One-time subtotal			\$14,091.60
after \$1,468.60 discount			
Total			\$14,091.60

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

<p>Heidi Zierott hzierott@spscne.org</p>	<p>Verify to sign</p>
-----------------------------------------------------	-----------------------

This quote expires on February 24, 2023

Purchase Terms

To complete your purchase in a timely manner, please provide the following documents:

- Signed quote/service order form
- Purchase order (PO) and/or payment
- Sales tax exemption form, if applicable

[Click here](#) to review our contract terms and conditions. [Click here](#) to review our company's privacy policy. Enterprise-level user licenses reside with the contract holder and are subsequently transferrable. Payment terms are net 30.

Any questions? Please let me know!



Simeon Cardwell

District Sales Manager

simeoncardwell@theartofeducation.edu

+15154124533

The Art of Education University

518 Main Street Suite A

Osage IA 50461

AGENDA

Discuss, consider and take all necessary action with regard to approving a reorganization plan for a boundary change with Papillion La Vista Community Schools.

MOTION

MOTION by _____ that the Board of Education of this School District should and does hereby approve a Reorganization Plan to Transfer and Attach Property by Change of Boundaries Under and Pursuant to the Learning Community Reorganization Act with Papillion La Vista Community Schools relating to lots in the Seventy Two Place Replat 1 subdivision, in accordance with the Adjustment of School District Boundaries Interlocal Agreement dated December 14, 2015, by and between the school districts, such reorganization plan in the form on file with official School District records and as presented at this meeting or with such changes as are deemed necessary and in the best interest of the School District and approved by the Board President or Superintendent of Schools, and further hereby delegates authority to and authorizes and directs the Board President, Superintendent of Schools, or designee of either, to sign, execute and deliver the reorganization plan and to take all other action necessary to carry such reorganization plan into effect.

Board member _____ seconded the MOTION. After discussion and on roll call vote, the following Board members voted in favor of passage and adoption of the above Motion:

_____.

The following Board members voted against the same: _____.

The following Board members were absent or not voting: _____.

The above Motion having been consented to by a majority of the members of the Board of Education of this School District, was declared as passed and adopted by the Board President at a duly held and lawfully convened special meeting in full compliance with the Nebraska Open Meetings Law.

DATED this ___ day of _____, 2023.

SARPY COUNTY SCHOOL DISTRICT 77-0046,
A/K/A SPRINGFIELD PLATTEVIEW
COMMUNITY SCHOOLS

BY: _____
President

ATTEST:

Secretary

REORGANIZATION PLAN
TO TRANSFER AND ATTACH PROPERTY BY A CHANGE OF BOUNDARIES
UNDER AND PURSUANT TO THE LEARNING COMMUNITY REORGANIZATION ACT
(Sections 79-4,117 to 79-4,129)

TO: The Coordinating Council for the Learning Community of Douglas and Sarpy Counties, the State Committee for the Reorganization of School Districts, the County Clerks of Douglas and Sarpy Counties Nebraska, and All Others Who Are, or May Be, Concerned.

A. This Reorganization Plan (the "Plan") is being initiated under and pursuant to the Learning Community Reorganization Act found at Neb. Rev. Stat §§ 79-4,117 to 79-4,129 (the "Act") and other Nebraska laws, by Sarpy County School District 77-0046, a/k/a Springfield Platteview Community Schools, hereinafter referred to as "SP," an accredited Class III School District, under the laws and statutes of the State of Nebraska, and Sarpy County School District 77-0027, a/k/a Papillion La Vista Community Schools, hereinafter referred to as "PL", also an accredited Class III School District, under the laws and statutes of the State of Nebraska, (collectively, both school districts are herein sometimes referred to as the "School Districts"). The School Districts are members of and present the Plan to the Learning Community Coordinating Council (the "Council") for the Learning Community of Douglas and Sarpy Counties (the "LC") for approval and submission on to the State Committee for the Reorganization of School Districts (the "State Committee") for review and action under the Act. Both School Districts have conditionally approved the Plan and hereby request approval from the Council and State Committee according to the Act for submission back to the School Districts for their final approval and implementation by the Sarpy and/or Douglas County Clerk(s). This Plan involves the transfer and attachment to an established district of part of the territory of one or more districts under Neb. Rev. Stat § 79-4,120 and a change in boundaries of the School Districts solely within the LC and no territory is being transferred out of the LC. SP and PL are not part of an affiliation of school districts or an affiliated school system as provided by Nebraska law.

B. The undersigned School Districts by this Plan, petition, agree, state and represent that it is considered to be in the best interests of SP, PL and the LC, that the boundaries of each of the School Districts be changed in accordance with this Plan and Agreement, and in furtherance thereof, do hereby request the Council, State Committee and County Officials to whom this Plan and Agreement is directed or their successors in interest, to approve same enter an order changing the boundaries of SP and PL, pursuant to Neb. Rev. Stat § 79-4,128, and other Nebraska laws, so as to transfer the following-described territory from SP to PL, such territory (herein sometimes referred to as the "Property") being legally described as follows, to-wit:

LOTS 5 AND 6, SEVENTY TWO PLACE REPLAT 1, A SUBDIVISION IN
SARPY COUNTY, NEBRASKA.

C. The terms of this Plan and Agreement and on which the transfer and attachment by a change of boundaries, as described above, is to be made between SP and PL shall be as follows:

1. A DESCRIPTION OF THE PROPOSED BOUNDARIES OF THE REORGANIZED DISTRICTS AND A DESIGNATION OF THE CLASS FOR EACH DISTRICT.

A description of the Property to be transferred from AP to PL is contained above. Both School Districts are Class III school districts. For a description of the boundaries of the reorganized districts see maps referred to in paragraph 5 and attached as Exhibit “1” to this Plan.

2. SUMMARY OF REASONS FOR PROPOSED CHANGE, EXPLANATION OF STATUTORY COMPLIANCE AND STATUTORY ASSURANCE.

The reasons for the proposed transfer and attachment of Property by a change of boundaries pursuant to Neb. Rev. Stat § 79-4,120 as provided herein involve consideration being given to: (1) the educational needs of the learning community, (2) economies in administration costs, (3) the future use of existing satisfactory school buildings, sites, and play fields, (4) the convenience and welfare of pupils, (5) transportation requirements, (6) the equalization of the educational opportunity of pupils, (7) the amount of outstanding indebtedness of each district and proposed disposition thereof, (8) the equitable adjustment of all property, debts, and liabilities among the districts involved, (9) any additional statutory requirements for learning community organization, and (10) any other matters which, in the School Districts judgment, are of importance. This Plan complies with statutory requirements in that no property is leaving the LC and for the reasons stated above. This Plan does not increase the geographic size of any school district that has more than twenty-five thousand students.

3. SUMMARY OF TERMS OF REORGANIZATION.

The terms of this Plan involve a transfer and attachment of Property by a change of boundaries pursuant to Neb. Rev. Stat § 79-4,120 as described herein. As this Plan only involves such transfer and attachment according to the Act and there is no new district being created, the school boards, school board wards or districts, if any, and classifications of the School Districts involved are unchanged and shall remain the same and the State Committee will not need to determine initial school board districts or wards, or appoint an initial school board.

4. STATEMENT OF FINDINGS ON LOCATION AND UTILIZATION OF SCHOOLS AND TRANSPORTATION

The terms of this Plan involve a transfer and attachment of Property by a change of boundaries pursuant to Neb. Rev. Stat § 79-4,120 as described herein. As this Plan only involves such transfer and attachment according to the Act there is no change with respect to the location of schools, the utilization of existing buildings, the construction of new buildings, or the transportation requirements of the School Districts involved.

5. MAPS SHOWING BOUNDARIES

Maps showing the boundaries of established school districts and the boundaries proposed under this Plan are attached hereto and incorporated herein by this reference as Exhibit “1.”

6. OTHER MATTERS

The effective date of the change of boundaries and the transfer of the Property from SP to LP shall be upon final approvals and entry of an order by the appropriate County Officials whose order is necessary to effect the change in boundaries and Property transfer set forth herein, or according to law, whichever occurs later in time. All assets, including budget authority and unbonded liabilities of each School District shall remain the same on such transfer and attachment hereunder and shall not be transferred to PL. The transferred land shall continue to be liable for any bonded indebtedness voted or incurred by SP prior to the boundary change order effective date and such transferred land shall not be liable for any bond indebtedness voted or incurred by PL prior to the effective date of the boundary change order. The transferred land shall be responsible for future bonded indebtedness, if any, voted or incurred by PL after the effective date of the boundary change order. All uncollected real estate taxes due and payable on such transferred land prior to the effective date of the boundary change order shall remain the property of SP. All real estate taxes levied and assessed on such transferred land after the effective date of the boundary change order shall be the property of PL.

Upon completing the transfer the Sarpy and/or Douglas County Clerk(s) shall file the order, certificates or other appropriate notice documents with the Sarpy and/or Douglas County Assessor, Treasurer, the State Committee and all other appropriate county or state officials so that taxing records, voting records, and the like, may be changed to reflect such action, and so that such records and any appropriate maps can be changed accordingly.

The undersigned School Districts hereby certify and agree that the Property described in this Plan is within the parameters and meets all conditions of their ADJUSTMENT OF SCHOOL DISTRICT BOUNDARIES INTERLOCAL AGREEMENT and hereby respectfully initiate and present this Plan, and agree and request that the changes in boundaries as set forth herein.

BOARD OF EDUCATION AND SCHOOL
BOARD OF SARPY COUNTY SCHOOL
DISTRICT 77-0046, a/k/a SPRINGFIELD
PLATTEVIEW COMMUNITY SCHOOLS

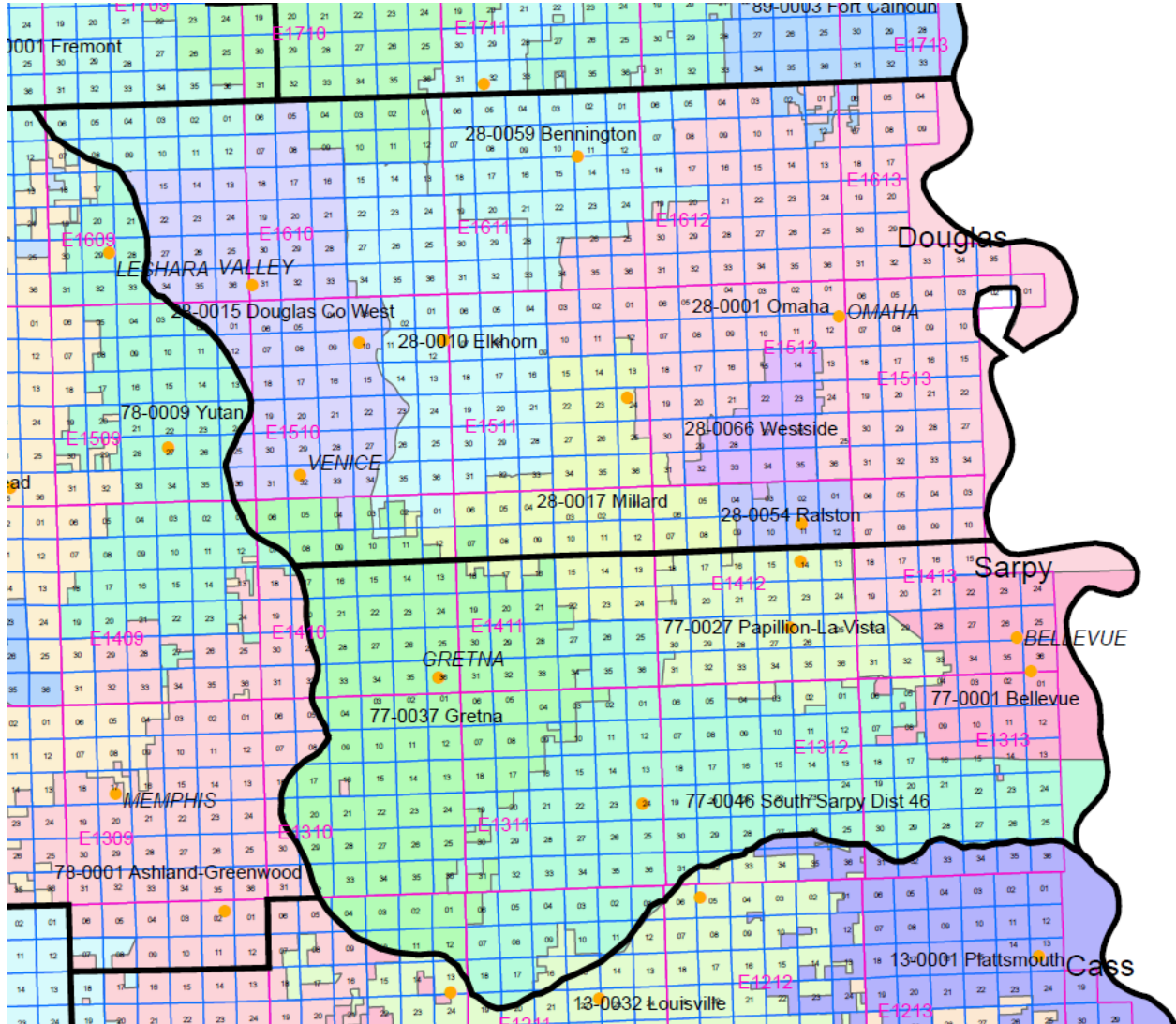
By: _____
Authorized Official

BOARD OF EDUCATION AND SCHOOL
BOARD OF SARPY COUNTY SCHOOL
DISTRICT 77-0027, a/k/a PAPHILLION LA VISTA
COMMUNITY SCHOOLS

By: _____
Authorized Official

EXHIBIT "1"
(MAPS)

ESTABLISHED DISTRICTS



The intention is to include in this Map the entire boundaries and geographic area and territory of the existing SP and the existing PL which is legally within such school districts. It is further the intention to exclude from this Map any boundaries and geographic area and territory which is not legally within the existing SP and the existing PL. Further, in the event of conflicting descriptions between this Map and official records and documents on file with the County Clerks of Sarpy and/or Douglas Counties, Nebraska, and such other appropriate officials who are required by law to maintain school district boundary lines and description records, such official records and documents shall be controlling as to what are the proper and legal descriptions and boundaries of the existing SP and PL.

EXHIBIT "1" (MAPS)

BOUNDARIES PROPOSED UNDER THIS PLAN

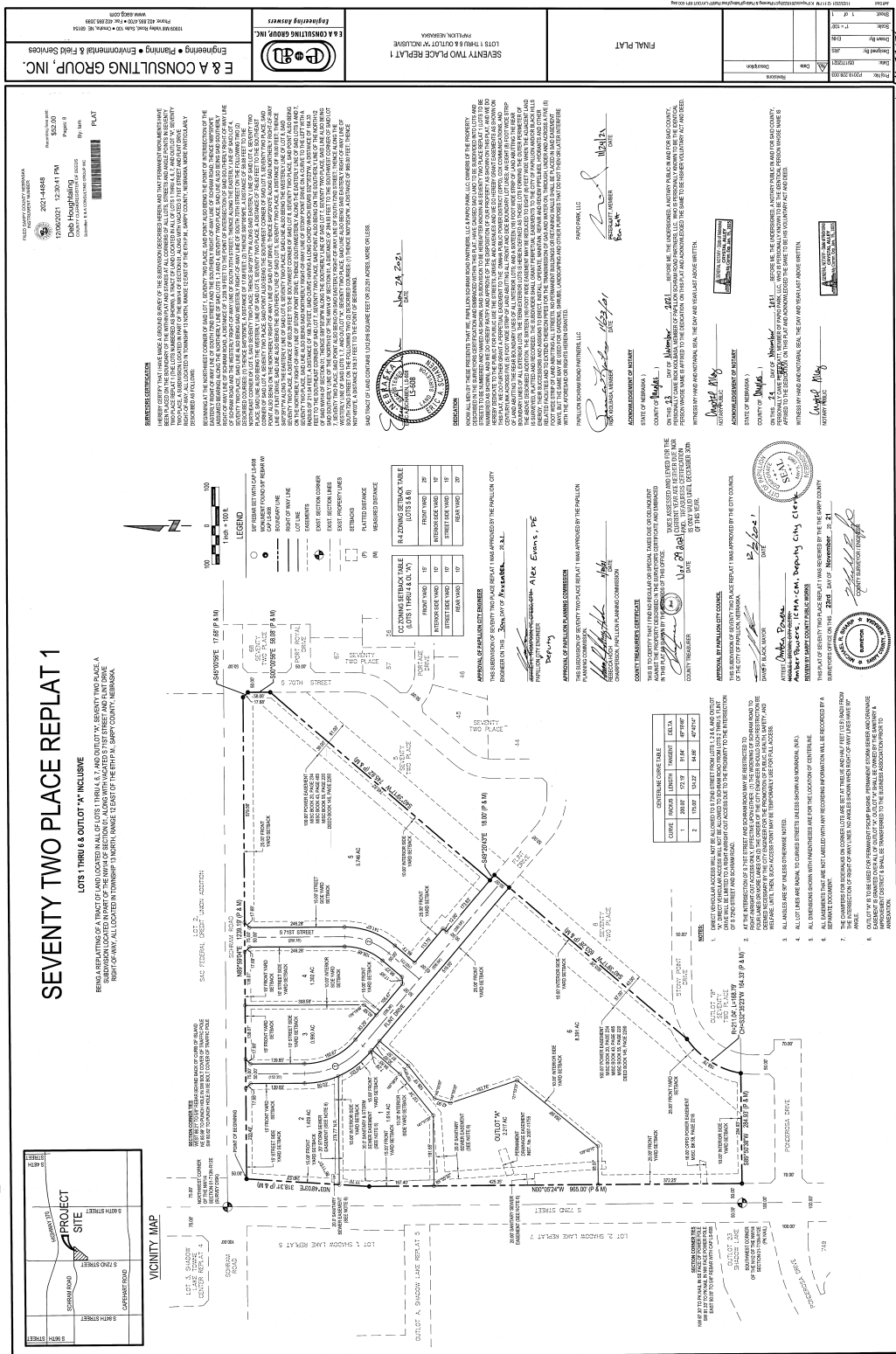


EXHIBIT "1"
(MAPS)

BOUNDARIES PROPOSED UNDER THIS PLAN

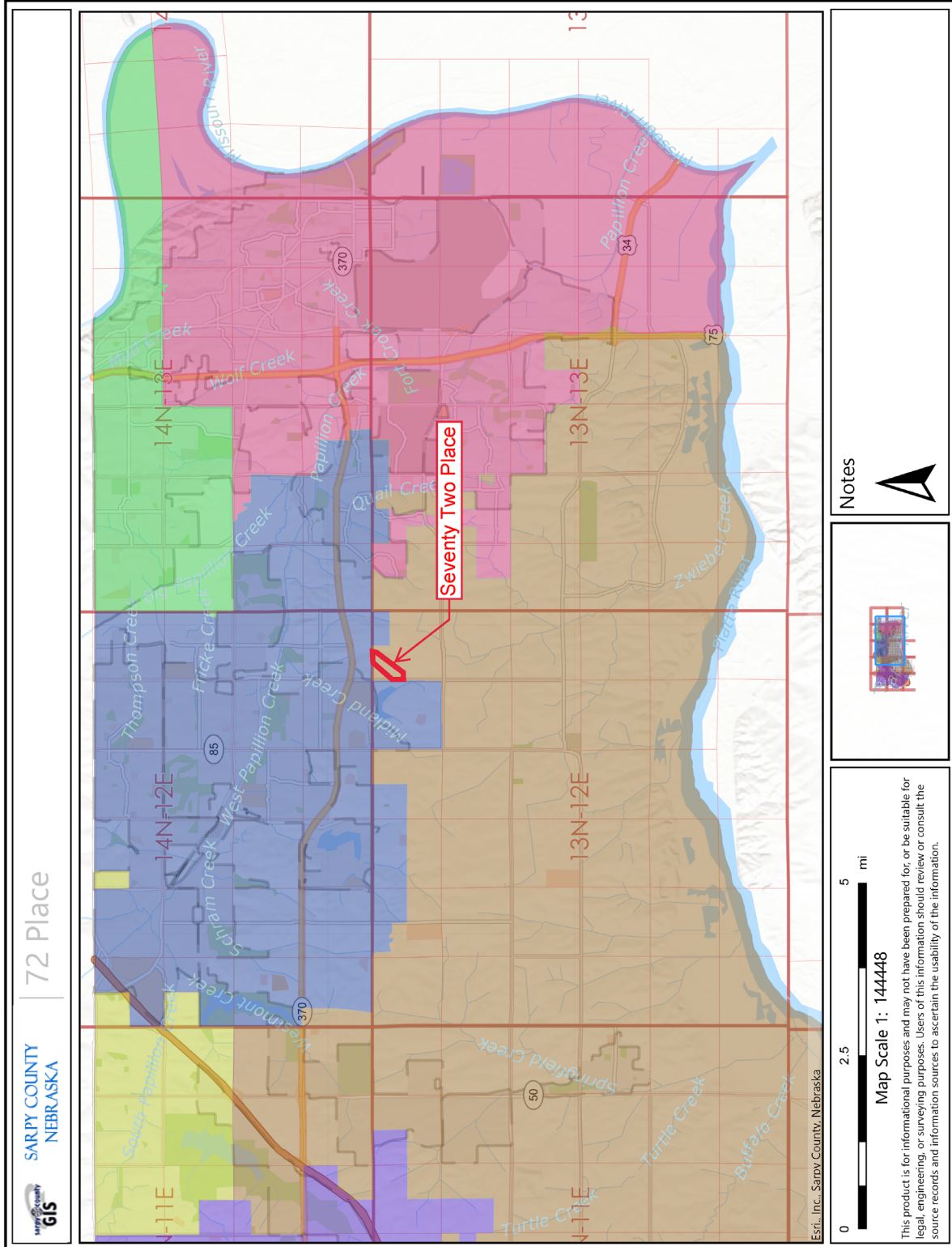
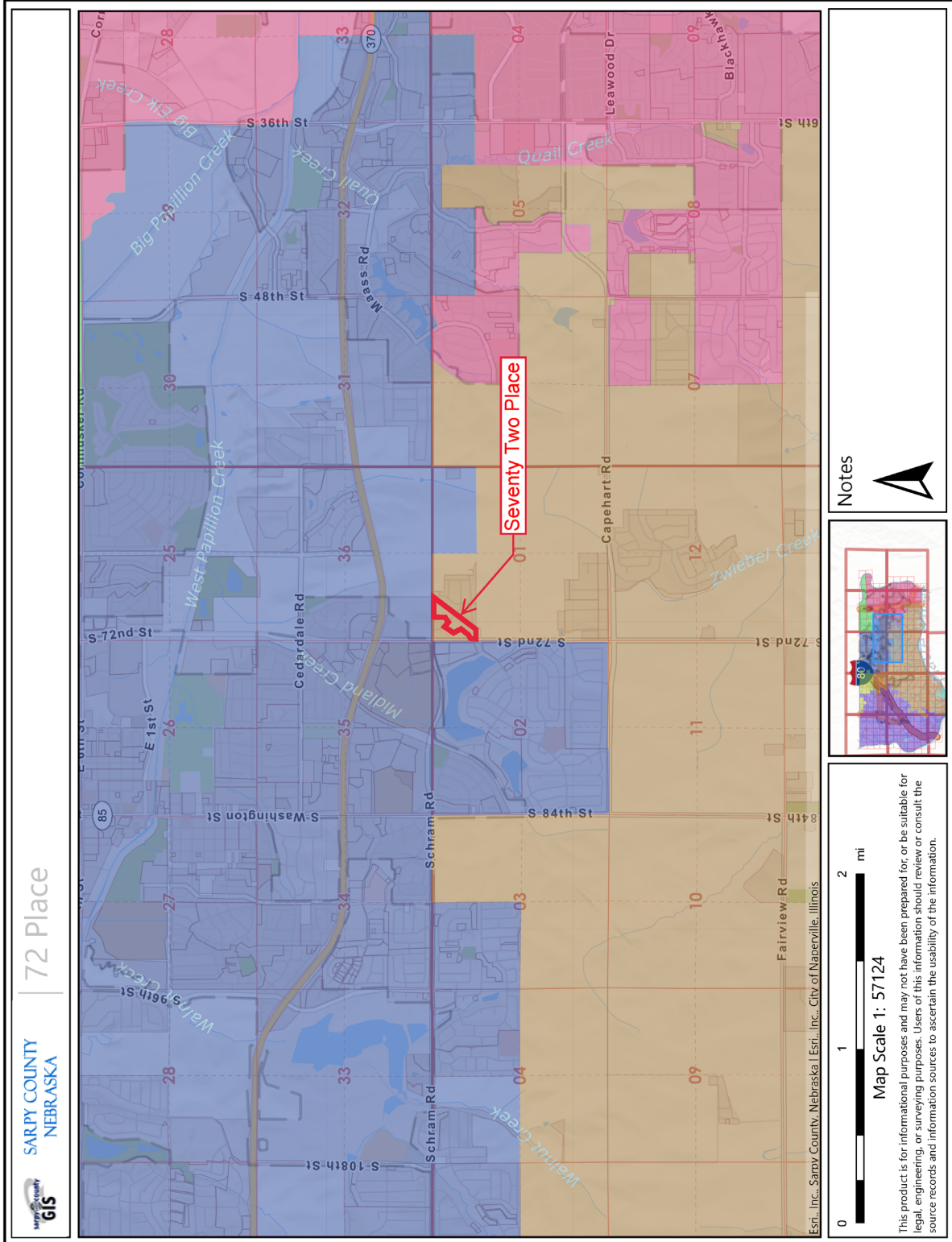


EXHIBIT "1"
(MAPS)

BOUNDARIES PROPOSED UNDER THIS PLAN



REORGANIZATION PLAN
TO TRANSFER AND ATTACH PROPERTY BY A CHANGE OF BOUNDARIES
UNDER AND PURSUANT TO THE LEARNING COMMUNITY REORGANIZATION ACT
(Sections 79-4,117 to 79-4,129)

TO: The Coordinating Council for the Learning Community of Douglas and Sarpy Counties, the State Committee for the Reorganization of School Districts, the County Clerks of Douglas and Sarpy Counties Nebraska, and All Others Who Are, or May Be, Concerned.

A. This Reorganization Plan (the "Plan") is being initiated under and pursuant to the Learning Community Reorganization Act found at Neb. Rev. Stat §§ 79-4,117 to 79-4,129 (the "Act") and other Nebraska laws, by Sarpy County School District 77-0046, a/k/a Springfield Platteview Community Schools, hereinafter referred to as "SP," an accredited Class III School District, under the laws and statutes of the State of Nebraska, and Sarpy County School District 77-0001, a/k/a Bellevue Public Schools, hereinafter referred to as "BPS", also an accredited Class III School District, under the laws and statutes of the State of Nebraska, (collectively, both school districts are herein sometimes referred to as the "School Districts"). The School Districts are members of and present the Plan to the Learning Community Coordinating Council (the "Council") for the Learning Community of Douglas and Sarpy Counties (the "LC") for approval and submission on to the State Committee for the Reorganization of School Districts (the "State Committee") for review and action under the Act. Both School Districts have conditionally approved the Plan and hereby request approval from the Council and State Committee according to the Act for submission back to the School Districts for their final approval and implementation by the Sarpy and/or Douglas County Clerk(s). This Plan involves the transfer and attachment to an established district of part of the territory of one or more districts under Neb. Rev. Stat § 79-4,120 and a change in boundaries of the School Districts solely within the LC and no territory is being transferred out of the LC. SP and BPS are not part of an affiliation of school districts or an affiliated school system as provided by Nebraska law.

B. The undersigned School Districts by this Plan, petition, agree, state and represent that it is considered to be in the best interests of SP, BPS and the LC, that the boundaries of each of the School Districts be changed in accordance with this Plan and Agreement, and in furtherance thereof, do hereby request the Council, State Committee and County Officials to whom this Plan and Agreement is directed or their successors in interest, to approve same enter an order changing the boundaries of SP and BPS, pursuant to Neb. Rev. Stat § 79-4,128, and other Nebraska laws, so as to transfer the following-described territory from SP to BPS, such territory (herein sometimes referred to as the "Property") being legally described as follows, to-wit:

A SUBDIVISION KNOWN AS ALTA COLLINA, BEING A PLATTED TRACT OF LAND LOCATED IN THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 13 NORTH, RANGE 13 EAST OF THE 6TH P.M. SARPY COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 7; THENCE N02°29'58"W, ON THE EAST LINE OF THE SOUTH 1/2 OF THE

NORTHEAST 1/4, A DISTANCE OF 1330.78 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE S87°22'15"W, ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 2664.20 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE S03°17'14"E, ON THE WEST LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 1326.02 FEET TO THE SOUTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4; THENCE N87°28'33"E, ON THE SOUTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4, A DISTANCE OF 2645.95 FEET BACK TO THE POINT OF BEGINNING. SAID TRACT CONTAINING 80.966 ACRES MORE OR LESS.

C. The terms of this Plan and Agreement and on which the transfer and attachment by a change of boundaries, as described above, is to be made between SP and BPS shall be as follows:

1. A DESCRIPTION OF THE PROPOSED BOUNDARIES OF THE REORGANIZED DISTRICTS AND A DESIGNATION OF THE CLASS FOR EACH DISTRICT.

A description of the Property to be transferred from AP to BPS is contained above. Both School Districts are Class III school districts. For a description of the boundaries of the reorganized districts see maps referred to in paragraph 5 and attached as Exhibit "1" to this Plan.

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The reasons for the proposed transfer and attachment of Property by a change of boundaries pursuant to Neb. Rev. Stat § 79-4,120 as provided herein involve consideration being given to: (1) the educational needs of the learning community, (2) economies in administration costs, (3) the future use of existing satisfactory school buildings, sites, and play fields, (4) the convenience and welfare of pupils, (5) transportation requirements, (6) the equalization of the educational opportunity of pupils, (7) the amount of outstanding indebtedness of each district and proposed disposition thereof, (8) the equitable adjustment of all property, debts, and liabilities among the districts involved, (9) any additional statutory requirements for learning community organization, and (10) any other matters which, in the School Districts judgment, are of importance. This Plan complies with statutory requirements in that no property is leaving the LC and for the reasons stated above. This Plan does not increase the geographic size of any school district that has more than twenty-five thousand students.

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involved are unchanged and shall remain the same and the State Committee will not need to determine initial school board districts or wards, or appoint an initial school board.

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Upon completing the transfer the Sarpy and/or Douglas County Clerk(s) shall file the order, certificates or other appropriate notice documents with the Sarpy and/or Douglas County Assessor, Treasurer, the State Committee and all other appropriate county or state officials so that taxing records, voting records, and the like, may be changed to reflect such action, and so that such records and any appropriate maps can be changed accordingly.

The undersigned School Districts hereby certify and agree that the Property described in this Plan is within the parameters and meets all conditions of their ADJUSTMENT OF SCHOOL DISTRICT BOUNDARIES INTERLOCAL AGREEMENT and hereby respectfully initiate and present this Plan, and agree and request that the changes in boundaries as set forth herein.

BOARD OF EDUCATION AND SCHOOL
BOARD OF SARPY COUNTY SCHOOL
DISTRICT 77-0046, a/k/a SPRINGFIELD
PLATTEVIEW COMMUNITY SCHOOLS

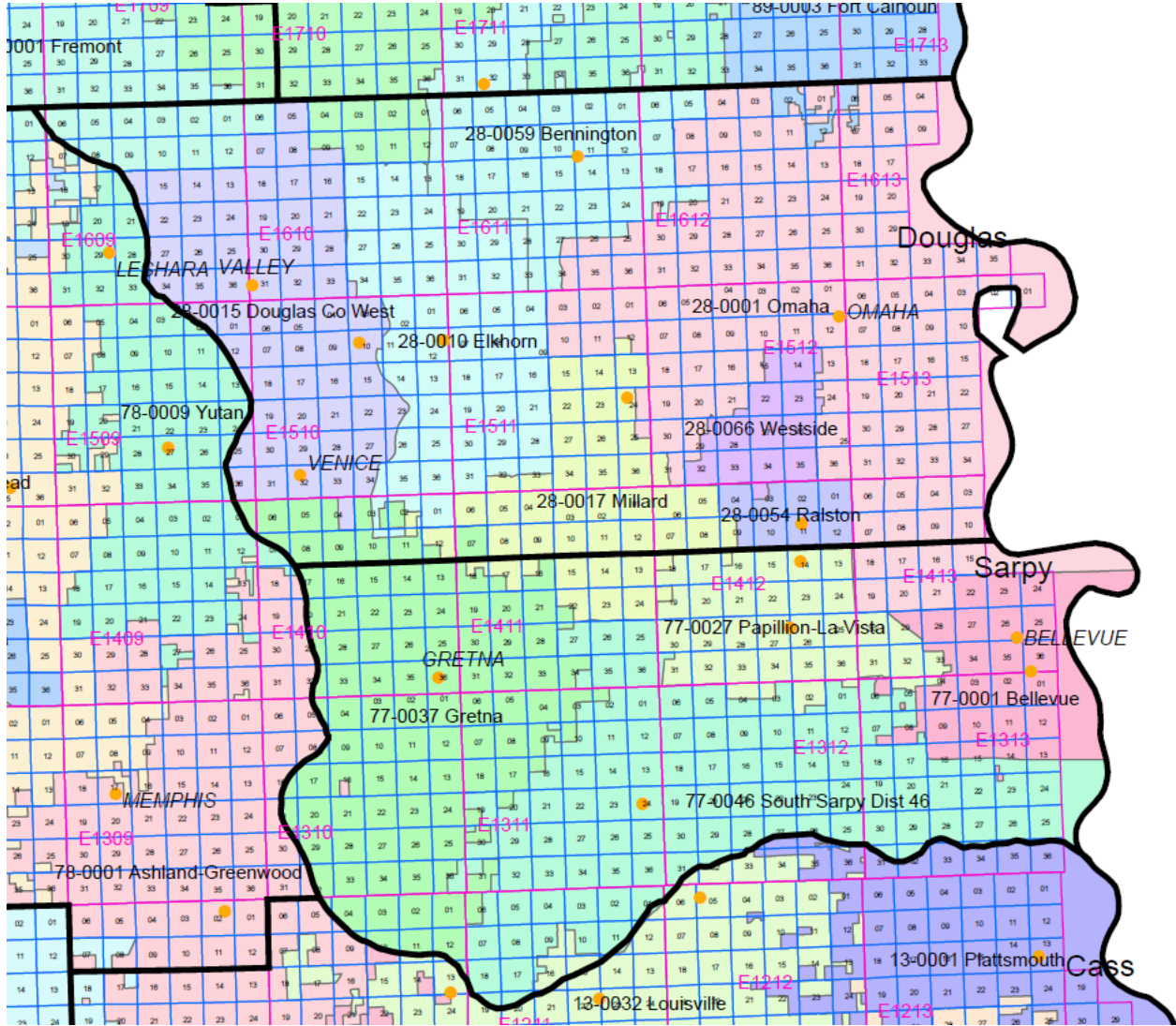
By: _____
Authorized Official

BOARD OF EDUCATION AND SCHOOL
BOARD OF SARPY COUNTY SCHOOL
DISTRICT 77-0001, a/k/a BELLEVUE PUBLIC
SCHOOLS

By: _____
Authorized Official

EXHIBIT "1"
(MAPS)

ESTABLISHED DISTRICTS



The intention is to include in this Map the entire boundaries and geographic area and territory of the existing SP and the existing BPS which is legally within such school districts. It is further the intention to exclude from this Map any boundaries and geographic area and territory which is not legally within the existing SP and the existing BPS. Further, in the event of conflicting descriptions between this Map and official records and documents on file with the County Clerks of Sarpy and/or Douglas Counties, Nebraska, and such other appropriate officials who are required by law to maintain school district boundary lines and description records, such official records and documents shall be controlling as to what are the proper and legal descriptions and boundaries of the existing SP and BPS.

EXHIBIT "1"
(MAPS)

BOUNDARIES PROPOSED UNDER THIS PLAN

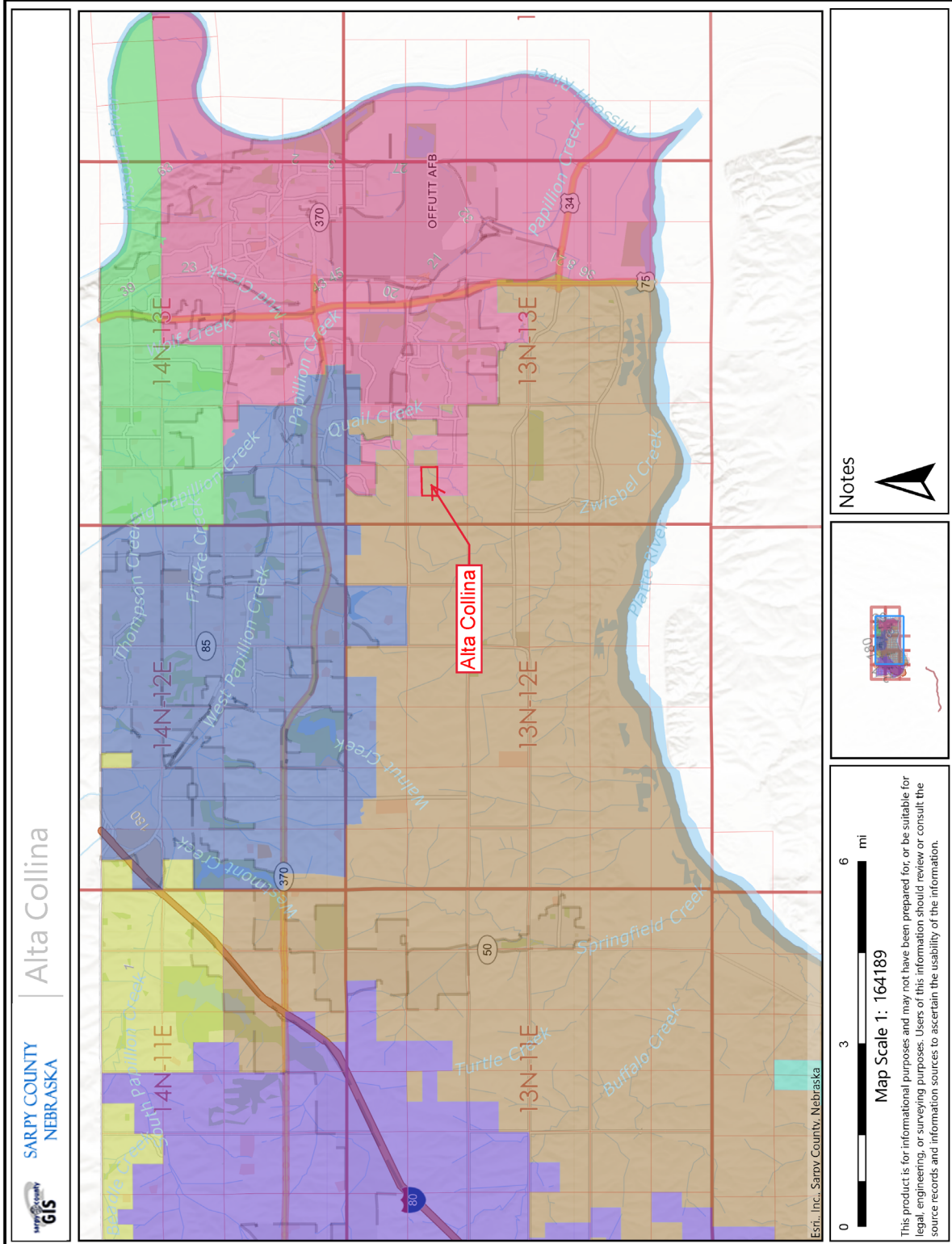
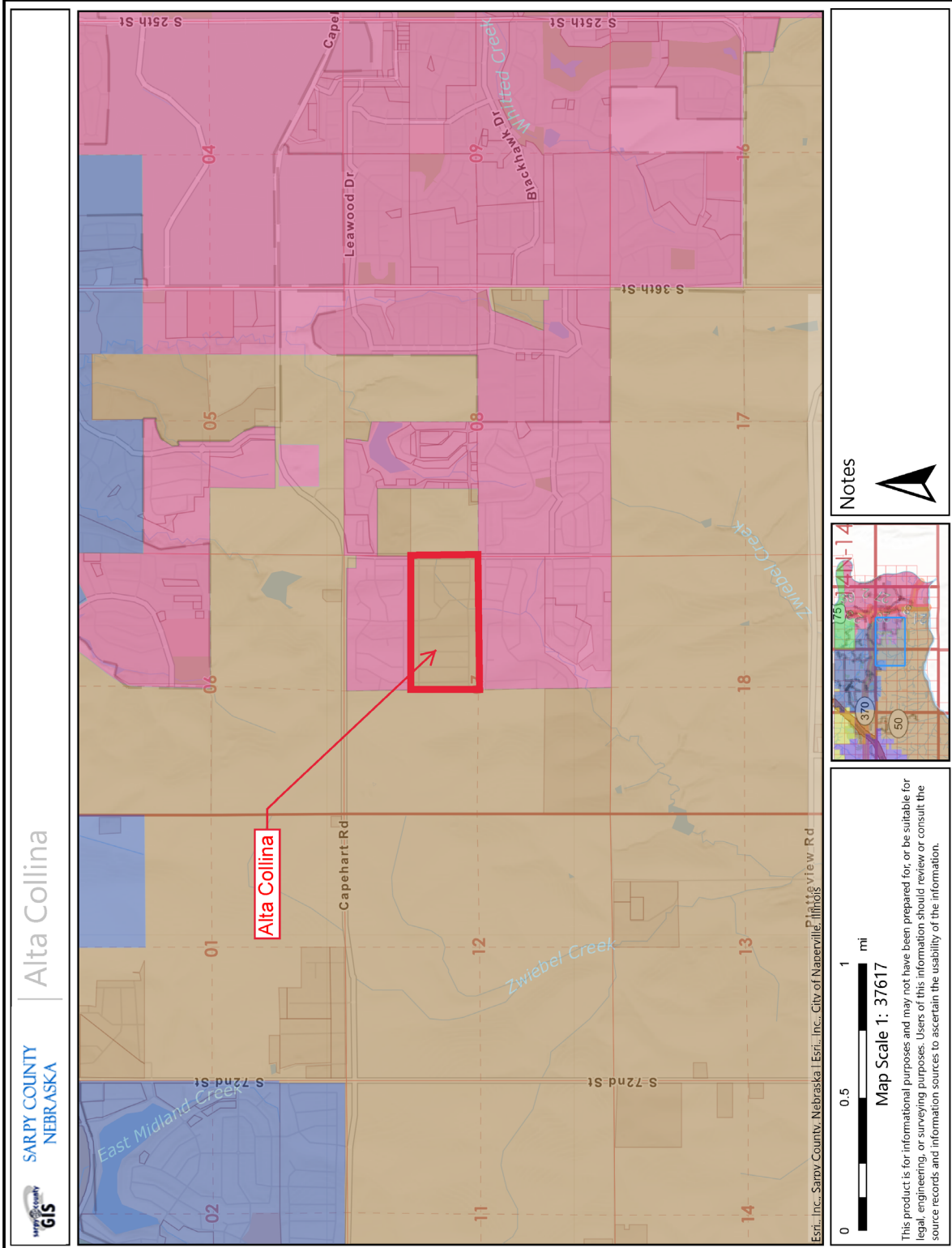


EXHIBIT "1"
(MAPS)

BOUNDARIES PROPOSED UNDER THIS PLAN



Jane Ingram
12117 Quail Dr.
Bellevue, NE 68123

Dr. Saunders,

Please accept this letter as my resignation for the purpose of retirement as a School Counselor in the Springfield Platteview Community School District, effective the last teacher contract day of the 2022-2023 school year.

I have very much enjoyed being part of SPCS over the past six years. I will truly miss the students, the coworkers who have become friends, and the community. Please accept my most sincere thanks for allowing me to be part of such a supportive and wonderful group of educators.

Respectfully,

Jane M Ingram

Jane M Ingram
School Counselor
Springfield Elementary School

CC: Dr. Kaela Heneger
Heidi Zierott



**Future Planning
February, 2023**

2/15/23 & 2/16/23	Parent Conferences
2/17/23	No School- Comp Day
2/20/23	No School-Presidents Day
2/21/23	Foundation Board Work Session
2/27/23	Policy Committee 6:15 (4000 series) Board Work Session 7pm
3/13/23	Policy Committee 6:00pm Finance Committee 6:30pm Regular Board Meeting
Week of 3/13/23	Spring Break
3/27-3/28/23	District Strategic Planning