

Regular Meeting
Monday, June 10, 2024 7:00 PM

Franklin Public Schools Media Center
1001 M St
Franklin, NE 68939

Agenda

1. Call the Meeting to Order
2. Pledge of Allegiance
3. Roll Call
4. Excuse Absent Board Members
5. Verification of Open Meetings Act Notice
6. Verification of Publication of Meeting Notice
7. Action Items
 - 7.1. Consider and take action to appoint board member to fill vacancy.
 - 7.2. Oath of office for newly elected board member
 - 7.3. Consider, discuss and elect a Secretary for the Board of Education.
 - 7.4. Consent Agenda
 - 7.4.1. Minutes of Previous Meeting
 - 7.4.2. Monthly Financial Report
 - 7.4.3. Claims
 - 7.5. Consider, Discuss and Approve Interim Superintendent Contract for the 2024-2025 school year as presented for Dr. Galen Boldt
 - 7.6. Consider and approve amending the Account Agreement and Public Entity Authorization Resolution on all Cornerstone Bank Accounts (Depreciation Fund, Cafeteria Plan, School Lunch Fund, Student Activity Fund, Unemployment Insurance Fund, General Fund and Building Fund) due to the change in office seats effective immediately and the hire of an interim superintendent effective July 1, 2024.
 - 7.7. Consider and approve amending the Resolution of Association or Organization on all South Central State Bank Accounts due to the change in office seats effective immediately and the hire of an interim superintendent effective July 1, 2024.
 - 7.8. Consider, discuss and approve the revised school calendar for the 2024-2025 school year.
 - 7.9. Consider, discuss and approve the purchase and payment of the Alta Open Door Access System per the information within the pdf attachment using the \$16,670 funds received through the School Safety-Security Grant and the remaining balance expended out of the Depreciation Fund.
 - 7.10. Consider, discuss and approve the services, purchase and payment for the installation of the new LED lamps on the wrestling deck per the information within the pdf attachment expended out of the General Fund.
 - 7.11. Consider, discuss and approve authorizing the administrators to dispose of materials.
8. First reading of updated policies attached.
9. Visitor Comments
(3 minutes allotted for each speaker. 30 minutes total allotted for visitor comments)

10. Presentation by Little Flyers Academy
11. Activities Director's Report / Technology Director's Report
12. Board of Education Report
13. Elementary Principal's Report
14. Secondary Principal's Report
15. Superintendent's Report
16. Positive Comments
17. Executive Session - To discuss personnel for the protection of public interest and/or the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting.
18. Adjournment

RESOLUTION

WHEREAS, Brandon Herrick was elected as a member of the Franklin Public Schools Board of Education for a term beginning November 2022 and ending during the school board meeting held January 2027; and

WHEREAS, on May 12, 2024, Brandon Herrick resigned as a board member, and the board accepted that resignation on May 13, 2024, thereby creating a vacancy; and

WHEREAS, NEB. REV. STAT. 32-570(3) provides for the remaining members of the board to fill the vacancy by appointment of a qualified registered voter by the remaining members of the board for the remainder of the unexpired term; and

WHEREAS, on May 15, 2024, the board provided advance publicized notice for interested individuals to submit a letter of interest to the Franklin Public Schools Business Manager’s office by end of business day on May 31, 2024.

The meeting to be held on June 10, 2024 will appoint a new member to fill the vacancy; and

WHEREAS, the interested individuals are qualified registered voters of the district and have expressed an interest in school affairs; and

NOW, THEREFORE BE IT RESOLVED as follows:

1. That after due consideration of the qualifications of the candidates and any public comments received, the board appoints Ryan Bonham to the Franklin Public Schools Board of Education for a term ending during the school board meeting held January 2027.
2. The board secretary shall cause a copy of this resolution to be filed with the Secretary of State or county or township clerk.

ADOPTED this 10th day of June, 2024

Franklin Public Schools Board of Education

Board Member

Board Member

Board Member

Board Member

Board Member

Board Member

**2004
Oath of Office**

No board member is required to take an oath of office pursuant to Nebraska law. However, new board members may voluntarily take the following oath before entering into their official duties:

I,, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely and without mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of member of the board of education, according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this state by force or violence. So help me God.

Board members may affirm the oath orally or in writing. Copies of written oaths will be retained as official records of the school district in the main administrative office and such other places as may be required by law. Board members who give the oath orally will be noted in the minutes.

Adopted on: August 10, 2020

Revised on: _____

Reviewed on: _____

Regular Meeting

Monday, May 13, 2024 7:00 PM

1. Call the Meeting to Order

The regular meeting of the Franklin Public School Board was opened at 7:00 PM.

2. Pledge of Allegiance

3. Roll Call

Attendance Taken at 7:00 PM. **Absent:** Brandon Herrick, **Present:** Michael Bartels, Derek Fouts, Angie Grube, Windy Ingram, Harley Scott. Present: 5, Absent: 1.

4. Excuse Absent Board Members

5. Verification of Open Meetings Act Notice

Board Member Windy Ingram verified that the Open Meetings Notice was posted in the Franklin Public School's Media Center.

6. Verification of Publication of Meeting Notice

Board Member Derek Fouts verified that the meeting notice was published in the Franklin County Chronicle.

7. Action Items

7.1. Consent Agenda

Motion to approve consent agenda passed with a motion by Derek Fouts and a second by Angie Grube.

Brandon Herrick: Absent, Michael Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, Windy Ingram: Yea, Harley Scott: Yea

7.1.1. Minutes of Previous Meetings

7.1.2. Monthly Financial Report

7.1.3. Claims

7.2. Approve the resignation of Mr. Chris Lecher, Superintendent.

Thank you for taking care of the students and the district the past three years.

Motion to approve the resignation of Mr. Chris Lecher, Superintendent passed with a motion by Derek Fouts and a second by Harley Scott.

Brandon Herrick: Absent, Michael Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, Windy Ingram: Yea, Harley Scott: Yea

7.3. Discuss, consider, and take any necessary action with respect to the offered resignation of Board Member Herrick.

Thank you for your time serving on the board the past three years.

Motion to approve the resignation of Board Member Herrick passed with a motion by Windy Ingram and a second by Michael Bartels.

Brandon Herrick: Absent, Derek Fouts: Abstain, Michael Bartels: Yea, Angie Grube: Yea, Windy Ingram: Yea, Harley Scott: Yea

7.4. Discuss, consider, and take any necessary action with respect to the hiring of a Superintendent.

The search for a new superintendent is in progress. The board hopes to start interviewing candidates starting next week.

7.5. Consider, discuss and approve purchasing the curriculum and development services per the pdf provided by CharacterStrong. FPS would use the ESSER III funding for this payment.

Motion to approve purchasing the curriculum per the pdf provided by CharacterStrong and using ESSER III funding for this payment passed with a motion by Harley Scott and a second by Derek Fouts.

Brandon Herrick: Absent, Michael Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, Windy Ingram: Yea, Harley Scott: Yea

7.6. Consider, discuss and approve purchasing the curriculum and training services per the pdf provided by Lexia Voyager Sopris Inc Step Up To Writing. FPS would use the ESSER III funding for this payment.

Motion to approve purchasing the curriculum and training per the pdf provided by Lexia Voyager Sopris Inc Step Up To Writing and using ESSER III funding for this payment passed with a motion by Windy Ingram and a second by Angie Grube.

Brandon Herrick: Absent, Michael Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, Windy Ingram: Yea, Harley Scott: Yea

7.7. Consider, discuss and approve the updated estimate from Sports Facility Maintenance and payment from the Activity Fund. The updated estimate presented by pdf includes installation of the shot clock systems in both the main gym and the alternate gym. The original estimate only included one gym installation.

Motion to approve the Sports Facility Maintenance quoted services and payment from the

Activity Fund for the installation of the shot clock system passed with a motion by Derek Fouts and a second by Michael Bartels.

Brandon Herrick: Absent, Michael Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, Windy Ingram: Yea, Harley Scott: Yea

8. Activities Director's Report / Technology Director's Report

9. Elementary Principal's Report

10. Secondary Principal's Report

11. Superintendent's Report

12. Positive Comments

Congratulations to all the 2024 graduates! They gave great speeches. Nice to hear all the graduates are going to attend college.

Congratulations to the esports Smash Bros Crew Battle on winning a state championship.

Congratulations to Gregory Boettcher winning TVC golf and placing 5th in districts to qualify for state.

Congratulations to our state track qualifiers: Trace Bislow (one mile and two mile), Grant Haussermann (200 meter dash), and Carter Trambly (two mile).

Congratulations to the newly elected officers of FFA and FCCLA!

Congratulations to those making the 2024-2025 cheer squad: Liz Cole, Saylor Bonham, Reagan Kahrs, Kinsey Clark, Olivia Haack, Kallie Rutt, Emily Schurman

The recent music concerts and the elementary field day were well organized and very enjoyable to watch.

Thank you to every staff member of our school district. Every role is important to our students and how the district operates.

13. Executive Session - To discuss personnel for the protection of public interest and/or the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting.

Motion to enter into executive session at 7:24 PM to discuss personnel for the protection of public interest and/or the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting passed with a motion by Derek Fouts and a second by Harley Scott.

Brandon Herrick: Absent, Michael Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, Windy Ingram: Yea, Harley Scott: Yea

Motion to leave executive session at 9:16 PM passed with a motion by Derek Fouts and a second by Windy Ingram.

Brandon Herrick: Absent, Michael Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, Windy Ingram: Yea, Harley Scott: Yea

14. Adjournment

Meeting to adjourn at 9:19 PM passed with a motion by Derek Fouts and a second by Harley Scott.

Brandon Herrick: Absent, Michael Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, Windy Ingram: Yea, Harley Scott: Yea

Special Meeting

Tuesday, May 28, 2024 5:00 PM

1. Call the Meeting to Order

The special meeting of the Franklin Public School Board was opened at 5:00 PM.

2. Pledge of Allegiance

3. Roll Call

Attendance Taken at 5:00 PM. **Present:** Michael Bartels, Derek Fouts, Angie Grube, Windy Ingram, Harley Scott. Present: 5.

4. Verification of Open Meetings Act Notice

Board Member Windy Ingram verified that the Open Meetings Notice was posted in the Franklin Public School's Media Center.

5. Verification of Publication of Meeting Notice

Board Member Derek Fouts verified that the meeting notice was published in the Franklin County Chronicle.

6. Discuss, consider, and take all necessary action to interview and hire for the position of Interim Superintendent of Schools for the 2024-2025 school year.

The board interviewed the applicants for the position of Interim Superintendent of Schools with a decision to be made in the near future.

7. Executive Session - To discuss personnel for the protection of public interest and/or the prevention of needless injury to the reputation of interviewees.

8. Adjournment

Meeting to adjourn at 9:17 PM passed with a motion by Windy Ingram and a second by Derek Fouts.

Michael Bartels: Yea, Derek Fouts: Yea, Angie Grube: Yea, Windy Ingram: Yea, Harley Scott: Yea

CAFETERIA PLAN -- FLEX BENEFITS PLAN

Statement Date: May 31, 2024

FPS Financial Software -- Account Balance

Checking Account Beginning of Month Balance on Hand: \$19,657.24

Cash Receipts:

Transfer from Gen Fund to "Start Up" New School Year \$0.00

Monthly Reimbursement from Gen Fund Employee Payroll \$1,279.17

Expenses:

Transfer to Gen Fund for "Start Up" Reimbursement \$0.00

Employee Med-I-Bank Direct Pay -\$2,610.28

Checking Account End of Month Balance on Hand: \$18,326.13

Grand Total: \$18,326.13

Bank Statement -- Account Balance

Checking Account Balance this Statement: \$18,326.13

Cash Receipts Outstanding \$0.00

Expenses Outstanding \$0.00

Checking Account End of Month Balance on Hand: \$18,326.13

Grand Total: \$18,326.13

01 -- GENERAL FUND

Statement Date: May 31, 2024

FPS Financial Software -- Account Balance

Checking Account Beginning of Month Balance on Hand:	\$1,060,326.82
Cash Receipts:	
Franklin County Treasurer	\$1,355,207.07
Harlan County Treasurer	\$48,151.58
Miscellaneous	\$174,943.50
Interest	\$373.96
Expenses:	
Transfer to Cafeteria Plan for "Start Up" New School Year	\$0.00
Invoice Checks Written this Month	-\$121,100.33
Payroll Employees	-\$165,687.14
Payroll Payees	-\$181,426.72
Checking Account End of Month Balance on Hand:	\$2,170,788.74
CD Account Beginning of Month Balance on Hand:	\$1,288,834.86
Interest	\$6,033.98
CD Account End of Month Balance on Hand:	\$1,294,868.84
Grand Total:	\$3,465,657.58

Bank Statement -- Account Balance

Checking Account Balance this Statement:	\$2,172,164.84
Cash Receipts Outstanding	\$0.00
Checks Outstanding	-\$1,376.10
Checking Account End of Month Balance on Hand:	\$2,170,788.74
CD Account Balance this Statement:	\$1,294,868.84
Grand Total:	\$3,465,657.58

Fund: 01 GENERAL FUND

Account Number	Description	Revised Budget	During Month	To Date	% of Budget	Budget Balance
01 1100	LOCAL PROPERTY TAXES, TRANSFERS	3,917,948.00	1,207,969.98	3,630,735.65	92.67	287,212.35
01 1115	CARLINE TAXES	100.00	82.60	105.20	105.20	(5.20)
01 1120	PUBLIC POWER DISTRICT SALES TAX 5% GROSS	10,000.00	404.69	11,204.42	112.04	(1,204.42)
01 1125	MOTOR VEHICLE TAX	120,000.00	8,315.22	114,859.94	95.72	5,140.06
01 1140	PENALTIES AND INTEREST ON TAXES	10,000.00	175.82	13,138.33	131.38	(3,138.33)
01 1370	PRESCHOOL TUITION AND FEES	16,875.00	825.00	12,375.00	73.33	4,500.00
01 1510	INTEREST ON INVESTMENTS	20,000.00	6,407.94	40,628.56	203.14	(20,628.56)
01 1911	LOCAL LICENSE FEES	1,000.00	0.00	1,550.00	155.00	(550.00)
01 1920	CONTRIBUTIONS & DONATIONS - PRIVATE SOURCE	1,000.00	0.00	8,200.00	820.00	(7,200.00)
Subtotal: LOCAL RECIEPTS		4,096,923.00	1,224,181.25	3,832,797.10	93.55	264,125.90
01 2110	COUNTY FINES & LICENSES	1,000.00	205.51	3,447.67	344.77	(2,447.67)
01 2130	OTHER COUNTY RECEIPTS	200.00	0.00	0.00	0.00	200.00
01 2210	ESU RECEIPTS	200.00	0.00	0.00	0.00	200.00
Subtotal: -		1,400.00	205.51	3,447.67	246.26	(2,047.67)
01 3110	STATE AID	608,000.00	60,809.00	547,281.00	90.01	60,719.00
01 3120	SPED (SCHOOL AGE)	300,000.00	73,909.00	441,172.00	147.06	(141,172.00)
01 3125	SPED TRANSPORTATION SCHOOL AGE	10,000.00	0.00	0.00	0.00	10,000.00
01 3130	HOMESTEAD EXEMPTION	40,000.00	8,996.64	27,125.76	67.81	12,874.24
01 3131	PROPERTY TAX CREDIT	320,000.00	177,208.19	354,416.38	110.76	(34,416.38)
01 3180	PRO-RATE MOTOR VEHICLE	8,000.00	0.00	6,481.82	81.02	1,518.18
01 3400	STATE APPORTIONMENT	35,000.00	0.00	40,805.62	116.59	(5,805.62)
01 3535	HIGH ABILITY LEARNERS	2,000.00	0.00	3,833.00	191.65	(1,833.00)
01 3551	CAREER EDUCATION (CTE)	0.00	0.00	7,500.00	0.00	(7,500.00)
01 3990	OTHER STATE RECEIPTS	50.00	0.00	0.00	0.00	50.00
Subtotal: -		1,323,050.00	320,922.83	1,428,615.58	107.98	(105,565.58)
01 4309	HEAD START	750.00	0.00	750.00	100.00	0.00
01 4310	REAP	24,384.00	0.00	0.00	0.00	24,384.00
01 4505	TITLE I PT A ESSA IMPROVING BASIC PROG	60,733.00	0.00	14,421.00	23.74	46,312.00
01 4509	TITLE II PT A ESSA EFFECTIVE INSTRUCTION	11,501.00	0.00	0.00	0.00	11,501.00
01 4516	IDEA PRESCH(619) BASE IDEA ENROLL/POVERT	1,163.00	0.00	1,163.00	100.00	0.00
01 4518	IDEA PART B (611) BASE POVERTY ALLOCATION	77,216.00	0.00	55,211.00	71.50	22,005.00
01 4525	FED VOC & APPLIED TECH ED (CARL PERKINS)	1,000.00	150.00	625.00	62.50	375.00
01 4708	MEDICAID IN PUBLIC SCHOOLS	5,000.00	0.00	9,471.79	189.44	(4,471.79)
01 4709	MEDICAID ADMINISTRATIVE ACTIVITIES	3,000.00	0.00	3,875.94	129.20	(875.94)
01 4969	TITLE IV, PART A SSAE	10,000.00	0.00	0.00	0.00	10,000.00
01 4998	ESSER III - ARP	56,430.00	38,986.00	48,452.34	85.86	7,977.66
Subtotal: -		251,177.00	39,136.00	133,970.07	53.34	117,206.93
01 5300	PROCEEDS FROM DISPOSAL OF REAL/PERS PROPERTY	500.00	0.00	3,432.38	686.48	(2,932.38)
01 5301	INSURANCE ADJUSTMENTS	300.00	0.00	2,613.55	871.18	(2,313.55)
Subtotal: NON REVENUE RECEIPTS - NOT USED		800.00	0.00	6,045.93	755.74	(5,245.93)
Fund Total:		5,673,350.00	1,584,445.59	5,404,876.35	95.27	268,473.65

02 -- DEPRECIATION FUND

Statement Date: May 31, 2024

FPS Financial Software -- Account Balance

Checking Account Beginning of Month Balance on Hand:	\$191,100.98
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Cash Receipts:

Transfer from General Fund	\$0.00
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Miscellaneous	\$0.00
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Expenses:

Invoice Checks Written this Month	-\$893.00
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Checking Account End of Month Balance on Hand:	\$190,207.98
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Grand Total: \$190,207.98

Bank Statement -- Account Balance

Checking Account Balance this Statement:	\$190,207.98
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Cash Receipts Outstanding	\$0.00
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Checks Outstanding	\$0.00
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Checking Account End of Month Balance on Hand:	\$190,207.98
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Grand Total: \$190,207.98

03 -- UNEMPLOYMENT INSURANCE FUND

Statement Date: May 31, 2024

FPS Financial Software -- Account Balance

Checking Account Beginning of Month Balance on Hand:	\$3,510.84
Cash Receipts:	
Miscellaneous	\$0.00
Interest	\$0.75
Expenses:	
Employee Benefit Checks Written this Month	\$0.00
Checking Account End of Month Balance on Hand:	\$3,511.59
CD Account Beginning of Month Balance on Hand:	\$4,167.38
Interest	\$0.00
CD Account End of Month Balance on Hand:	\$4,167.38
Grand Total:	\$7,678.97

Bank Statement -- Account Balance

Checking Account Balance this Statement:	\$3,511.59
Cash Receipts Outstanding	\$0.00
Checks Outstanding	\$0.00
Checking Account End of Month Balance on Hand:	\$3,511.59
CD Account Balance this Statement:	\$4,167.38
Grand Total:	\$7,678.97

05 -- ACTIVITY FUND

Statement Date: May 31, 2024

FPS Financial Software -- Account Balance

Checking Account Beginning of Month Balance on Hand:	\$151,340.09
Cash Receipts:	
Transfer from General Fund Replenishing Activity Fund	\$0.00
Contributions, Miscellaneous	\$5,719.61
Voided Checks	\$0.00
Interest	\$31.50
Expenses:	
Invoice Checks Written this Month	-\$16,413.38
Checking Account End of Month Balance on Hand:	\$140,677.82
CD Account Beginning of Month Balance on Hand:	\$23,163.84
Interest	\$274.73
CD Account End of Month Balance on Hand:	\$23,438.57
Grand Total:	\$164,116.39

Bank Statement -- Account Balance

Checking Account Balance this Statement:	\$144,862.49
Cash Receipts Outstanding	\$0.00
Checks Outstanding	-\$4,184.67
Checking Account End of Month Balance on Hand:	\$140,677.82
CD Account Balance this Statement:	\$23,438.57
Grand Total:	\$164,116.39

Franklin Public Schools -- 05 Activity Fund Balance Report - Summary - May

COA	COA Description	Beginning Balance	Expenses	Revenues	Balance
05 704 0001	ACTIVITIES	20,510.92	12,676.12	797.00	8,631.80
05 704 0003	CROSS COUNTRY	1,293.77	0.00	0.00	1,293.77
05 704 0004	BASKETBALL BOYS	1,767.68	0.00	0.00	1,767.68
05 704 0005	BASKETBALL GIRLS	2,154.94	300.00	0.00	1,854.94
05 704 0006	FOOTBALL	5,049.26	40.00	0.00	5,009.26
05 704 0007	GOLF	4,675.35	72.00	0.00	4,603.35
05 704 0008	TRACK	1,090.77	466.00	406.00	1,030.77
05 704 0010	VOLLEYBALL	3,980.31	0.00	0.00	3,980.31
05 704 0011	WRESTLING	3,510.81	0.00	0.00	3,510.81
05 704 0012	FPS SIGNWORX	221.19	0.00	0.00	221.19
05 704 0013	E-SPORTS	(573.74)	0.00	0.00	(573.74)
05 704 0015	YEARBOOK	4,719.95	0.00	325.00	5,044.95
05 704 0016	BAND / FLAGS	11,591.11	0.00	0.00	11,591.11
05 704 0017	CHEERLEADERS	2,130.47	220.01	0.00	1,910.46
05 704 0018	FPS COFFEE CART	176.60	0.00	0.00	176.60
05 704 0019	CONCESSIONS	7,829.96	(464.78)	368.54	8,663.28
05 704 0020	FCCLA	10,621.40	0.00	412.20	11,033.60
05 704 0021	FFA	8,467.12	1,584.43	0.00	6,882.69
05 704 0022	FOREIGN LANGUAGE	744.61	0.00	0.00	744.61
05 704 0023	CLASS OF 2029	378.20	0.00	0.00	378.20
05 704 0024	CLASS OF 2027	1,529.01	0.00	0.00	1,529.01
05 704 0025	SENIOR BANNERS	0.00	0.00	0.00	0.00
05 704 0026	NHS	3,772.43	25.60	0.00	3,746.83
05 704 0028	SCIENCE CLUB	653.43	0.00	0.00	653.43
05 704 0029	CLASS OF 2026	2,724.49	0.00	0.00	2,724.49
05 704 0030	CLASS OF 2028	1,025.35	0.00	0.00	1,025.35
05 704 0031	STUDENT COUNCIL	1,110.63	0.00	0.00	1,110.63
05 704 0032	VOCAL	1,179.55	0.00	0.00	1,179.55
05 704 0035	SKILLS USA	1,256.32	0.00	20.00	1,276.32
05 704 0036	BACKPACK PROGRAM	4,186.47	0.00	0.00	4,186.47
05 704 0037	GREENHOUSE	22,241.51	0.00	1,395.00	23,636.51
05 704 0038	COURTESY	1,358.02	(325.00)	0.00	1,683.02
05 704 0039	ELEMENTARY TEACHERS	1,774.67	0.00	0.00	1,774.67
05 704 0040	INDUSTRIAL ARTS STUDENT PROJ	(2,750.79)	120.33	108.55	(2,762.57)
05 704 0041	INVESTMENTS	23,163.84	0.00	274.73	23,438.57
05 704 0042	CLASS OF 2025	2,961.00	0.00	(175.00)	2,786.00
05 704 0043	LIBRARY	306.21	0.00	0.00	306.21
05 704 0044	SPEECH	186.60	0.00	0.00	186.60
05 704 0045	CLASS OF 2024	2,997.41	488.35	0.00	2,509.06
05 704 0046	SPECIAL PROJECTS	4,301.68	0.00	631.50	4,933.18
05 704 0047	ONE ACTS	1,304.95	0.00	52.00	1,356.95
05 704 0048	FPS LASER CREATIONS	137.59	0.00	0.00	137.59
05 704 0049	ACE, 40 DEV ASSETS	537.50	0.00	0.00	537.50
05 704 0051	QUIZ BOWL	960.32	0.00	0.00	960.32
05 704 0052	WEIGHTROOM PROJECT	3,590.87	0.00	200.00	3,790.87
05 704 0053	EHA WELLNESS PROGRAM	3,654.19	0.00	0.00	3,654.19
Fund Total:		174,503.93	15,203.06	4,815.52	164,116.39

06 -- LUNCH FUND

Statement Date: May 31, 2024

FPS Financial Software -- Account Balance

Checking Account Beginning of Month Balance on Hand: \$37,348.35

Cash Receipts:

Transfer from General Fund	\$0.00
Meal Sales	\$963.15
Federal Reimbursement	\$24,953.53
State Reimbursement	\$0.00
Contributions, Miscellaneous	\$1,000.00
Voided Checks	\$0.00
Interest	\$7.94

Expenses:

Prepaid Invoice Checks Written this Month	\$0.00
Invoice Checks Written this Month	-\$15,236.60
Payroll Employees	-\$6,355.39
Payroll Payees	-\$3,249.47

Checking Account End of Month Balance on Hand: \$39,431.51

Grand Total: \$39,431.51

Bank Statement -- Account Balance

Checking Account Balance this Statement: \$39,488.01

Cash Receipts Outstanding	\$0.00
Checks Outstanding	-\$56.50

Checking Account End of Month Balance on Hand: \$39,431.51

Grand Total: \$39,431.51

08 -- BUILDING FUND

Statement Date: May 31, 2024

FPS Financial Software -- Account Balance

Checking Account Beginning of Month Balance on Hand:	\$606,739.05
Cash Receipts:	
Franklin County Treasurer	\$109,373.14
Harlan County Treasurer	\$3,907.84
Miscellaneous	\$66,696.35
Interest	\$157.84
Expenses:	
Invoice Checks Written this Month	\$0.00
Checking Account End of Month Balance on Hand:	\$786,874.22

Grand Total: \$786,874.22

Bank Statement -- Account Balance

Checking Account Balance this Statement:	\$786,874.22
Cash Receipts Outstanding	\$0.00
Checks Outstanding	\$0.00
Checking Account End of Month Balance on Hand:	\$786,874.22

Grand Total: \$786,874.22

FRANKLIN PUBLIC SCHOOLS
MONTHLY CREDIT CARD TRANSACTIONS

FUND	COMPANY	TRANSACTION DESCRIPTION	AMOUNT
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GF	AMAZON	STAFF APPRECIATION GIFT CARDS	\$400.00
GF	HENRY DOORLY ZOO	HS FLYER CUP INCENTIVE TRIP: B CLEVELAND	\$224.05
GF	CHEESECAKE FACTORY	HS FLYER CUP INCENTIVE TRIP: B CLEVELAND	\$675.85
GF	CUNNINGHAMS	JH FLYER CUP INCENTIVE TRIP: R MRKVICKA	\$219.48
			\$1,519.38

AF	DOLLAR GENERAL	CASHIER ERROR STAFF APPRECIATION GIFT CARDS	\$352.00
AF	GO FAN TICKETS	STATE TRACK GATE ADMISSION: C LECHER	\$46.00
AF	DAIRY QUEEN	STATE GOLF TEAM MEAL: E BONHAM	\$15.47
AF	SZECHUAN FAMOUS FOOD	STATE GOLF TEAM MEAL: E BONHAM	\$89.48
AF	LAKE MALONEY	STATE GOLF TEAM MEAL: E BONHAM	\$85.54
AF	CAPONES	STATE GOLF TEAM MEAL: E BONHAM	\$100.23
AF	DAIRY QUEEN	STATE ESPORTS TEAM MEAL: P BAUMGART	\$70.91
AF	CASEYS	FFA MEETING MEAL: H HILL	\$108.57
AF	CHEESECAKE FACTORY	STATE TRACK TEAM MEAL: L STALL	\$184.10
AF	DAIRY QUEEN	STATE TRACK TEAM MEAL: L STALL	\$87.97
AF	SUBWAY	STATE TRACK TEAM MEAL: L STALL	\$105.46
AF	JIMMY JOHNS	STATE TRACK TEAM MEAL: L STALL	\$83.97
AF	CHICK-FIL-A	STATE TRACK TEAM MEAL: L STALL	\$56.52
			\$1,386.22

MAY 25, 2024 STATEMENT TOTAL PAID

\$2,905.60

Invoice Number	Description	Amount
131Q-G6KF-6XF7	CREDIT STUDENT PROJECT: STARTER SOLENOID	(7.55)
17LP-1MNH-QT4F	CHEER: (3) BAGS, BOWS, TEMP TATTOOS	178.03
17TM-KTTH-46MC	CHEER: BOWS	41.98
Vendor Name	AMAZON CAPITAL SERVICES	<u>212.46</u>
34970	2024 FPS JH TRACK ENTRY TRACKING	126.00
Vendor Name	ASPI SOLUTIONS INC	<u>126.00</u>
203258	LEGEND PLATE: 2022-2024 ATHLETE OF YR	10.50
Vendor Name	AWARDS UNLIMITED INC.	<u>10.50</u>
20240604GIRLSBBCAMP	ENTRY FEE: 6/4 GIRLS BB TEAM 1DAY CAMP	150.00
Vendor Name	AXTELL COMMUNITY SCHOOL	<u>150.00</u>
2024JRCLASSDUEREFND	(1) JR CLASS DUES REFUND	25.00
2024JRCLASSDUEREFUND	(6) JR CLASS DUES REFUND	150.00
Vendor Name	CASH ACTIVITIES	<u>175.00</u>
5414	(4) SHOT CLOCKS INSTALL: 50% FINAL PAYMT	6,284.50
Vendor Name	CROUCH RECREATION, INC	<u>6,284.50</u>
24237	2024 GRADUATION FLOWERS	207.50
Vendor Name	CYNTHIA'S BOUQUETS AND LATTES	<u>207.50</u>
6925	1.5 SQ TUBE,2.5 SQ TUBE,2.5 FLAT	30.99
Vendor Name	DUNCAN'S WELDING	<u>30.99</u>
20240507COACHESMEALS	5/7 VAR GOLF INV (9) COACHES MEALS	72.00
20240507FHSVARGOLF	EVENT FEE: 5/7 FHS VAR GOLF INVITE	250.00
Vendor Name	FRANKLIN COMMUNITY CORPORATION	<u>322.00</u>
70513	(36) ROLL CLIFF KEEN MAT TAPE T97 4"x84'	471.64
Vendor Name	G SPORTS WRESTLING	<u>471.64</u>
1221200	(1) DIPLOMA	14.85
Vendor Name	HERFF JONES LLC	<u>14.85</u>
20240508D6DISTTRACK	ENTRY FEE: 5/8 D6 DISTRICT TRACK MEET	100.00
Vendor Name	Kenesaw Public School	<u>100.00</u>
1292647	18GA 48x60 SHEET METAL	59.02
Vendor Name	KULLY PIPE & STEEL	<u>59.02</u>
20240607GIRLSBBCAMP	ENTRY FEE: 6/7 GIRLS TEAM BB CAMP	150.00
Vendor Name	LAKEVIEW COMMUNITY SCHOOLS	<u>150.00</u>
2024-H443	LODGING: COLT SESSION 3	225.00
Vendor Name	LEADERSHIP CENTER, THE	<u>225.00</u>
MDS330619	(5) OFFICER POLOS	209.00
Vendor Name	NATIONAL FFA ORGANIZATION	<u>209.00</u>
COLT3055	REGISTRATION FEE: 5/22-23 (9) COLT	1,080.00

Invoice Number	Description	Amount
Vendor Name	NE FFA ASSOCIATION	1,080.00
2024-2025NCARENEWAL	2024-2025 NCA COACHES MEMBERSHIP RENEWAL	835.00
Vendor Name	NEBRASKA COACHES ASSOCIATION	835.00
2024-2025MEMBERSHIP	2024-2025 NSAA ACTIVITIES MEMBERSHIP	1,700.00
Vendor Name	NEBRASKA SCHOOL ACTIVITIES ASSOCIATION	1,700.00
0335	(22) GRADUATION IMAGES / MATTED FRAMES	266.00
Vendor Name	NICHOLAS IMAGING LLC	266.00
6100110707	SL: (18) CASES PEPSI PRODUCT	349.65
Vendor Name	PEPSI-COLA OF HASTINGS	349.65
L233079	(3) BLK SPRAY	24.27
Vendor Name	PLANK LUMBER & HARDWARE	24.27
374202	NUTS, BOLTS, WASHERS	8.64
374244	NUTS, BOLTS, WASHERS	4.96
Vendor Name	R & R SALES & SERVICE	13.60
20240507JHTRACK	ENTRY FEE: 5/7 RED CLOUD JH TRACK MEET	75.00
Vendor Name	RED CLOUD COMMUNITY SCHOOLS	75.00
20240501-376AF	MONTHLY TRANSACTIONS	111.95
Vendor Name	RIGHTWAY GROCERY	111.95
20118	(33) TSHIRTS STATE TRACK	466.00
Vendor Name	SAYLER SCREENPRINTING	466.00
000010	TVC GOLF HOSPITLTY: (2) DZ CINNAMON ROLL	56.00
Vendor Name	SMILEY SWEET CAKES	56.00
33102	LODGING: STATE TRACK (6) ROOMS	1,752.53
Vendor Name	TRU BY HILTON - OMAHA	1,752.53
1716569988	LODGING: STATE GOLF (3) ROOMS	934.92
Vendor Name	TRU BY HILTON	934.92
Fund Number	05	16,413.38
Checking Account ID	5	16,413.38

Invoice Number	Description	Amount
W04053453	(5) 25PK 4' LED T8 TUBE TYPE B 1800L 15W	565.15
Vendor Name	1000BULBS.COM	565.15
4728665769	(2) 2RL ULTIMA 65 EZ 27"x500' LAMINATE	155.48
Vendor Name	ACCO BRANDS USA LLC	155.48
11DF-9T4W-3TX4	(6) IPAD CASES, CHARGE CABLE, HDMI SPLIT	140.60
14XJ-19FJ-PHJL	SPED: 48"x72" ACTIVITY TABLE	477.59
17PY-R19X-CMTX	HOSE, SPRAY PAINT	60.59
193Q-H66K-QKN3	DEWALT ANGLE GRINDER	86.60
1DGJ-DXG7-1GLM	PLANT SCIENCE HYDRO FERT,2" POTS,GLOVES	181.00
1FTM-4YC6-NRC7	(30) TI-30XIIS SCIENTIFIC CALCULATORS	389.70
1H3P-XQR9-1L3W	13'x7'5" CLASSROOM RUG	229.99
1HVF-6VVV-97TQ	EGG INCUBATOR,HORSESHOES,PAPER SHREDDER	217.16
1HVF-6VVV-DJYX	TP DISPENSER,H2O FILTER,LIGHTS,WBSKT,CRD	1,291.00
1HVF-6VVV-LDKJ	(2) 30"x60"x30" ACTIVITY TABLE	505.06
1HYL-4TKW-CYXW	TOTE BOX, LABELS, STAPLER, FLAG	89.39
1J7P-7P1D-636Q	(3) 50PK T8 LAMP NON SHUNTED LED	58.17
1WKD-GKFV-D7JG	ANATOMY:EKG,SUTURE KIT,BLD PRESS,ARM KIT	516.13
1YXR-1YVY-1F76	(5) 4PK SILICONE IPAD TAGS	39.45
Vendor Name	AMAZON CAPITAL SERVICES	4,282.43
MA81838569	(25) 13" MACBOOK AIR LAPTOPS STUDENTS	17,475.00
MA83816430	(5) IPADS: STUDENTS K-2 GRADE	1,495.00
Vendor Name	Apple Inc.	18,970.00
20240530GH	NATURAL GAS - GREENHOUSE MAY	208.54
20240530SB	NATURAL GAS - SHOP BUILDING MAY	87.82
Vendor Name	BLACK HILLS ENERGY	296.36
3103941	SPED: 6PK DO-A-DOT ART	14.10
3113981	ART CLASS SUPPLIES	990.93
3135398	DAMAGED: MATBOARD, 50LB CLAY	(102.26)
3148127	ART CLASS SUPPLIES: MATBOARD, CLAY	102.26
Vendor Name	BLICK ART MATERIALS LLC	1,005.03
925800191	MED OFFICE: (2) 12PK REUSABLE COLD PACKS	35.62
Vendor Name	BSN SPORTS, LLC	35.62
26842	ESSER III SMHP: SOC EMOT CURRICULUM	1,999.00
Vendor Name	CHARACTERSTRONG, LLC	1,999.00
20240530	UTILITIES: APRIL 15 - MAY 15	6,099.36
Vendor Name	CITY OF FRANKLIN	6,099.36
0137779	DOCUMENT DESTRUCTION	75.00
Vendor Name	DATASHIELD CORPORATION	75.00
577902A	1000 PK SOFT FUZZ FABRIC GLIDESOCKS	400.00
Vendor Name	DECKER INC.	400.00
36702	LODGING: SCIENCE WORKSHOP C LECHER	134.00
Vendor Name	EMBASSY SUITES LINCOLN	134.00

Invoice Number	Description	Amount
2324-3-8	2023-24 SPED 3RD QUARTER,MISC IN-SERVICE	123,656.46
4521	HAL 2ND SEMESTER AND INSERVICE	1,966.50
Vendor Name	ESU 11	<u>125,622.96</u>
PFPT000099	PROOFPOINT CYBERSECURITY (61) USERS	150.06
Vendor Name	ESU COORDINATING COUNCIL	<u>150.06</u>
3390	PROFESSIONAL SERVICES PT SPED	270.00
Vendor Name	FAMILY PT & SPORTS	<u>270.00</u>
5776-264798	BUSES: DEF	41.98
5776-265570	VANS: OIL, OIL FILTERS	118.28
5776-265605	BUSES: HYD LUBE, FUEL FILTER, ENDURACUBE	463.86
5776-265804	BUSES: HYD LUBE, FUEL FILTER	256.39
Vendor Name	FRANKLIN AUTO PARTS	<u>880.51</u>
282494	AD: NOTICE OF MEETING	4.98
282533	AD: SPECIAL MEETING MINUTES	35.31
282572	AD: STATE TRACK	19.00
282641	AD: STATE GOLF	19.00
282697	AD: MEETING MINUTES	203.03
282698	AD: NOTICE OF MEETING	13.61
282710	AD: NOTICE OF SPECIAL MEETING SUPT INTVW	5.75
282783	AD: NOTICE OF MEETING	4.98
Vendor Name	FRANKLIN COUNTY CHRONICLE	<u>305.66</u>
20240528	05.28.2024-06.27.2024 TELECOMM SERVICE	843.91
Vendor Name	FRONTIER	<u>843.91</u>
01986981	CURRICULUM: (15) EXPLORING LIFE CAREER	2,035.61
Vendor Name	GOODHEART-WILLCOX COMPANY, INC	<u>2,035.61</u>
IN60001466216	TELECOMM: (52) VOICE NUMBER PORT FEE	52.00
Vendor Name	GOTO COMMUNICATIONS, INC	<u>52.00</u>
2024JUL#47	COPIER LEASE JULY PAYMENT #047	1,582.01
Vendor Name	HOMETOWN LEASING	<u>1,582.01</u>
INV-09753	PROFESSIONAL SERVICES (OT) SPED	2,156.58
Vendor Name	INSPIRE REHABILITATION HARLAN COUNTY, LLC	<u>2,156.58</u>
317760	WELD CLASS: (12) DRILL BIT, (10) MIG TIP	167.65
Vendor Name	ISLAND SUPPLY WELDING COMPANY	<u>167.65</u>
16465	LEGAL SERVICES MAY	7,200.00
Vendor Name	KSB SCHOOL LAW, PC LLO	<u>7,200.00</u>
20240610MILEREIMB	MILEAGE REIMB: SCIENCE WORKSHOP MORRILL	218.42
Vendor Name	LECHER, CHRISTINE	<u>218.42</u>
20240610CELLREIMB	SUPERINTENDENT CELL PHONE REIMB	89.92
20240610MILEREIMB	SUPT MILEAGE REIMB: ST TRACK	282.74
Vendor Name	LECHER, CHRISTOPHER	<u>372.66</u>

Invoice Number	Description	Amount
52350011	WELDING SUPPLIES: CYLINDER RENTAL	67.88
Vendor Name	MATHESON TRI-GAS, INC	67.88
E16625-726500	2024 ADMIN DAYS: C STRATMAN	225.00
E16625-726501	2024 ADMIN DAYS: S KAHRS	225.00
Vendor Name	NEBRASKA COUNCIL OF SCHOOL ADMINISTRATION	450.00
255163-00	(15) CS COPY PAPER,(3) CS 110# CARDSTOCK	727.26
Vendor Name	PAPER CORPORATION, THE	727.26
2049	(22) CENTERVENTION STUDENT LICENSES	220.00
Vendor Name	PERSONALIZED LEARNING GAMES, INC	220.00
P248364	PREK PARENT MEETING: (17) PIZZAS	187.83
Vendor Name	PITSTOP & SHOP, INC.	187.83
INV391836A	SIS HOSTING 5/23/2024-5/22/2025 (15)	85.80
Vendor Name	POWERSCHOOL GROUP, LLC	85.80
61511577	INSECT CONTROL ONLY MAINTENANCE	119.48
Vendor Name	PRESTO-X	119.48
S1472182.001	CENTRAL SUPPLY ROOM SUPPLIES	581.74
Vendor Name	PYRAMID SCHOOL PRODUCTS	581.74
20240607	REPLENISH POSTAGE ON MACHINE	600.00
Vendor Name	QUADIENT FINANCE USA, INC	600.00
Q1366675	LEASE POSTAGE MACHINE: JUL 7 - OCT 6	240.00
Vendor Name	QUADIENT LEASING USA, INC	240.00
I2022902A	FCS CLASS SUPPLIES	5.28
I2022902b	FCS CLASS SUPPLIES	51.92
Vendor Name	RAPIDS WHOLESALE MARION	57.20
20240601-376GF	MONTHLY TRANSACTIONS	240.18
Vendor Name	RIGHTWAY GROCERY	240.18
S31347	SHOP CLASSROOM SUPPLIES	60.36
S31436	ROLLER COVERS,BRUSHES,CLOTH,LINERS	36.89
Vendor Name	S.E. SMITH & SONS	97.25
7028737393	CURRIC: (15+1TE) LIFE SKILLS 21ST CENTRY	1,225.63
7028737394	CURRIC:(5+5+1TE) HEALTH SCIENCE FUNDMNTL	864.69
Vendor Name	SAVVAS LEARNING COMPANY LLC	2,090.32
208134140962	CENTRAL SUPPLY ROOM SUPPLIES	129.82
Vendor Name	SCHOOL SPECIALTY, LLC	129.82
6002749136	ART CLASS SUPPLIES	127.35
6003446757	ART CLASS SUPPLIES	30.80
Vendor Name	STAPLES, INC.	158.15

Invoice Number	Description	Amount
2024MAY	NETWORK NEBRASKA: MAY	267.63
Vendor Name	STATE OF NEBRASKA	267.63
20240610CELLREIMB	JHHS PRINCIPAL CELL PHONE REIMB	90.65
Vendor Name	STRATMAN, CHRISTINE	90.65
266920193	CURRICULUM: ANATOMY & PHYSIOLOGY	358.00
267179808	CURRICULUM: INTRO TO BUSINESS	124.99
Vendor Name	TEACHER SYNERGY LLC	482.99
310702	TIME MANAGEMENT SYSTEM: MONTHLY	111.50
Vendor Name	TIME MANAGEMENT SYSTEMS, INC	111.50
20240527STMT-GF	MONTHLY TRANSACTIONS	1,519.38
Vendor Name	US BANK	1,519.38
9962453927	MAR 24 - APR 23, 2024 SERVICES	154.86
9964963085	APR 24 - MAY 23, 2024 SERVICES	154.86
Vendor Name	VERIZON WIRELESS	309.72
97417902	MONTHLY FUEL	544.05
Vendor Name	WEX BANK	544.05
Fund Number	01	185,254.29
Checking Account ID	1	185,254.29
24I-13651	(72) BAND UNIF,(2) DRM MJR UNIF,(1) BANR	54,078.16
Vendor Name	FRUHAUF UNIFORMS INC	54,078.16
Fund Number	02	54,078.16
Checking Account ID	2	54,078.16
2024STDTMEALREIMB	STUDENT MEAL ACCOUNT BALANCE REIMB	138.40
Vendor Name	BOETTCHER, HEATHER	138.40
2024STDTMEALREIMB	STUDENT MEAL ACCOUNT BALANCE REIMB	16.35
Vendor Name	DEJONGE, JODY	16.35
1116563	(500) MILKS	205.71
1116663	CREDIT: (25) 1% MILKS	(10.13)
Vendor Name	HILAND DAIRY FOODS COMPANY LLC	195.58
2024STDTMEALREIMB	STUDENT MEAL ACCOUNT BALANCE REIMB	12.20
Vendor Name	JAMES, CORTNEY	12.20
18405	KITCHEN EXHAUST CLEANING	675.00
Vendor Name	MIGHTY DUCTS	675.00
S1472182.001a	SUPPLIES: GLOVES,FLR SQUEEGEE,MAGIC ERSR	44.55
Vendor Name	PYRAMID SCHOOL PRODUCTS	44.55
I2022902	SUPPLIES: SPOON,FORK,TRAY,POT HOLDR,MCUP	388.51
Vendor Name	RAPIDS WHOLESALE MARION	388.51

Invoice Number	Description	Amount
20240601-376LF	MEAL ITEMS	31.92
Vendor Name	RIGHTWAY GROCERY	<u>31.92</u>
2024STDTMEALREIMB	STUDENT MEAL ACCOUNT BALANCE REIMB	9.00
Vendor Name	TWOHIG, CHERI	<u>9.00</u>
2024STDTMEALREIMB	STUDENT MEAL ACCOUNT BALANCE REIMB	22.80
Vendor Name	WELSH, GINA	<u>22.80</u>
2024STDTMEALREIMB	STUDENT MEAL ACCOUNT BALANCE REIMB	42.75
Vendor Name	YEUTTER, LACEY	<u>42.75</u>
Fund Number	06	<u>1,577.06</u>
Checking Account ID	6	1,577.06
2322	MAIN ROOF COATING REPAIR	1,872.50
Vendor Name	PRAIRIE VIEW ROOFING LLC	<u>1,872.50</u>
Fund Number	08	<u>1,872.50</u>
Checking Account ID	8	1,872.50

Invoice Number	Description	Amount
1RTD-VJGM-YV9N	VAC FILTER,BOTTLES,NOMAR PAD,BORE	119.47
Vendor Name	AMAZON CAPITAL SERVICES	<u>119.47</u>
2024060303	GYMS: PREP AND REFINISH 2 COATS OF POLY	1,120.00
Vendor Name	JAZMAT ENTERPRISES, LLC	<u>1,120.00</u>
81907	2024 NCE CONFERENCE: H HILL	300.00
81908	2024 NCE CONFERENCE SOCIAL/BANQT: H HILL	57.00
Vendor Name	NEBRASKA COUNCIL OF SCHOOL ADMINISTRATION	<u>357.00</u>
20240617	LODGING: DRONE WS (1) RM 2 NIGHTS H HILL	258.00
Vendor Name	O STREET HOTEL ASSOCIATES, LLC	<u>258.00</u>
949827	FSA PARTICIPANT MONTHLY FEE MAY 1-31	40.00
Vendor Name	OMNIFY	<u>40.00</u>
374583	MOWER: (3) BLADES	80.19
Vendor Name	R & R SALES & SERVICE	<u>80.19</u>
Fund Number	01	<u>1,974.66</u>
Checking Account ID	1	<u>1,974.66</u>

INTERIM SUPERINTENDENT'S CONTRACT OF EMPLOYMENT FRANKLIN PUBLIC SCHOOLS

THIS CONTRACT is made by and between the **Board of Education of Franklin Public Schools**, legally known as **Franklin County School District 31-0506-000**, and referred to as "the Board" and "the School District" respectively, and **Galen Boldt**, referred to herein as "Interim Superintendent". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the Board agrees to employ the Interim Superintendent, and the Interim Superintendent agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Contract. The Interim Superintendent shall be employed for a period of 1 year beginning on July 1, 2024, and expiring on June 29, 2025. This contract is entered into for the sole purpose of employing the Interim Superintendent for the period specified above. It shall not be subject to renewal by statute or any provision of this contract. During this contract, the Interim Superintendent shall be employed with the district on a .9 FTE basis and shall render at least **207 working days** of service in the performance of duties as Interim Superintendent. "Working days" typically will not include Saturdays, Sundays, and legal holidays, but it shall include all days on which the Interim Superintendent actually and necessarily completes the Interim Superintendent's contractual duties. The Interim Superintendent agrees to work sufficient hours and days to satisfactorily complete the duties of this contract. The Interim Superintendent shall keep complete and accurate records of working days and shall provide the Board of Education with a report of the accumulated working days at least quarterly.

Section 2. Renewal of Contract. IT IS A MATERIAL PROVISION OF THIS CONTRACT THAT IT IS FOR A LIMITED PERIOD OF TIME AND SHALL NOT BE SUBJECT TO THE RENEWAL OR NONRENEWAL PROVISIONS OF NEB. REV. STAT. §§ 79-824 TO 79-839 OR §§ 79-846 TO 79-849. IN EXCHANGE FOR \$1 AND OTHER VALUABLE CONSIDERATION, THE SUPERINTENDENT AGREES TO ACCEPT EMPLOYMENT ON THIS BASIS AND HEREBY RESIGNS AS OF THE EXPIRATION DATE SET OUT ABOVE. BY RESIGNING AND ACCEPTING THIS ADDITIONAL CONSIDERATION, THE SUPERINTENDENT UNDERSTANDS THAT HE IS WAIVING STATUTORY RIGHTS SUCH AS TO NOTICE AND A HEARING AND OTHER RIGHTS REGARDING NONRENEWAL OF EMPLOYMENT. HE DOES SO VOLUNTARILY AND WITH FULL KNOWLEDGE OF THE RIGHTS HE IS WAIVING. The Superintendent shall be responsible for taking all necessary steps to insure that the district has complied with the Superintendent Pay Transparency Act.

Section 3. **Salary.** The Superintendent's salary for the term of this contract shall be \$121,955.00 which shall be paid in equal monthly installments beginning in the month of August, 2024. The Board shall not reduce the Superintendent's salary during the term of the contract, but may increase it and/or the benefits during the term of this contract, as an amendment to the contract, without the amendment constituting a new contract, requiring a hearing, or extending the term of this contract.

Section 4. **Deductions.** This contract shall conform to the statutes and regulations governing deductions from compensation. The Superintendent authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Superintendent or the value of property or money entrusted to the Superintendent or owed by the Superintendent to the District during the course of or as a result of the Superintendent's employment, if such property or money have not properly been returned to the District. The school district shall withhold other deductions as the Superintendent and Board may agree.

Section 5. **Professional Status.** The Superintendent affirms that he is not under contract with any other board of education which would prevent him from fulfilling the duties of this agreement or which covers any part or all of the term provided in this contract. Throughout the contract term, he will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which he will register and maintain on file in the school district's central administrative office. This contract shall not be valid and the Board will not compensate the Superintendent for any service performed prior to the date that he registers his certificate. The Superintendent represents that: (1) all information provided in connection with the application for employment with the District was true and accurate at the time of application, and if there is or has been a material change in such information, he will advise the Board immediately; (2) he has never been convicted of or plead no contest to, a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) he has not had any professional licenses or certificates suspended or revoked.

Section 6. **Superintendent's Duties.** The Superintendent's duties shall be as prescribed by statute and by Board policies, rules, regulations and directives. The Superintendent agrees to devote his time, skill, labor and attention to his duties throughout the contract term. The Superintendent shall be subject to the direction and control of the Board at all times and shall perform such administrative duties as the Board assigns to him. By

agreement with the Board, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his duties and obligations to the school district.

Section 7. **Board-Superintendent Relationship.** The Board shall be primarily responsible for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the district and shall be responsible for implementing Board policy. The Superintendent shall organize the administrative and supervisory staff, and select, place, and transfer personnel with the concurrence of the Board. The Superintendent is responsible for administering the instruction of students and the business affairs of the school district. The Board members agree, individually and collectively, to promptly refer all criticisms, complaints, and suggestions called to their attention to the Superintendent for action, study and/or recommendation, as appropriate.

Section 8. **Cancellation or Mid-Term Amendment.** The Board may cancel or amend this contract during its term for any of the following reasons: (a) the cancellation, termination, revocation, or suspension of the Superintendent's certificate (Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate) by the State Board of Education; (b) any of the reasons set forth in this contract; (c) the breach of any of the material provisions of this contract; (d) incompetence; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) conduct involving moral turpitude; (i) physical or mental incapacity; (j) immorality; (k) conviction of a felony; (l) any conduct that substantially interferes with the Superintendent's continued performance of his duties; (m) any arrest, criminal charge, or criminal conviction of Superintendent or the failure to report the same; (n) any filing against the Superintendent under Neb. Rev. Stat. Section 43-247 or any other provision of the Nebraska Juvenile Code for child abuse and/or neglect or the failure to report the same; (o) knowingly falsifying school district records or documents; (p) misrepresentation of fact to the district and its personnel in the conduct of the district's official business; (q) the use or possession of illegal drugs or controlled substances except as prescribed by a physician; or (r) being under the influence of illegal drugs, controlled substances, or alcohol while on school grounds, at school events, or in a vehicle owned, leased or contracted by the district except as prescribed by a physician. The procedures for cancellation or amendment shall be in accordance with state statutes. The parties agree that the Superintendent's failure to comply with his duties under Section 2 (Renewal of Contract) or Section 13 (Evaluation) shall constitute a material breach of this contract.

Section 9. **Transportation.** The Board shall provide the Superintendent with transportation or reimburse him for mileage required in the performance of official duties at the rate approved by the Board, except that the reimbursement provided consistent with this provision shall not cover transportation in traveling to or from the Interim Superintendent's home and the Interim Superintendent's Office at 1001 M St, Franklin, NE 68939 (such travel maybe reimbursed consistent with Paragraph 10, below.)

Section 10. **Fringe Benefits.** The Board shall provide the Superintendent with the following fringe benefits:

- a. **Professional Development.** The Interim Superintendent is expected to continue his professional development and to participate in relevant learning experiences. With the approval of the Board, she may attend appropriate professional meetings at the local, state, regional and national level; and the Board will pay for valid expenses of attendance.
- b. **Professional Dues.** The school district will pay the annual dues for the Interim Superintendent's membership in the following organizations: Nebraska Council of School Administrators, American Association of School Administrators, and Nebraska Rural Community Schools Association.
- c. **Status as Temporary Employee under NEB. REV. STAT. § 79-902(43).** It is the parties' intention that Superintendent be employed for one year or less in the position of interim superintendent. Therefore, Superintendent shall not receive service credit for or make contributions to the School Employees Retirement System of the State of Nebraska.
- d. **Stipend In Lieu of Health Insurance.** The Interim Superintendent is declining and will not receive any health insurance coverage via the District.
- e. **Reimbursement for Travel to and from the Interim Superintendent's Office at 1001 M St, Franklin, NE and Associated Lodging Expenses.** The Interim Superintendent shall be reimbursed up to \$15,000 for travel to and from the Interim Superintendent's home to the Interim Superintendent's Office at 1001 M St, Franklin, NE at the rate approved by the board and for lodging expenses associated with the Interim Superintendent's completion of duties at the Interim Superintendent's Office at 1001 M St, Franklin, NE 68939.

Section 11. **No Penalty for Release or Resignation.** There shall not be a penalty for the release or resignation of the Superintendent from this contract; provided no resignation shall become effective until the expiration of the contract unless it is accepted by the Board, and the Board shall fix the date at which the resignation shall take effect.

Section 12. **Evaluation.** The Board shall evaluate the Superintendent twice during the 2024-25 school year. The Superintendent shall remind the Board members in writing of this; make his evaluation an agenda item for two regular board meeting during the contract year; and provide the Board with the written evaluation instrument that is on file with the Nebraska Department of Education.

Section 13. **Legal Actions.** The Board will support the Superintendent if there is a legal dispute caused by his carrying out his duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Superintendent as a result of his performance of his duties or his position as Superintendent of the district, the Board will provide him with a legal defense to the maximum extent permitted by law so long as he acted in good faith and in a manner which he reasonably believes to be in or not opposed to the best interests of the district and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

Section 14. **Governing Laws.** The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this contact.

Section 15. **Amendments to be in Writing.** This contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board.

Section 16. **Severability.** If any portion of this contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this contract.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

Executed by the Board this ____ day of _____, 2024

President, Board of Education

Secretary, Board of Education

Executed by the Superintendent this ____ day of _____, 2024.

Interim Superintendent

Superintendent Pay Transparency Notice—Proposed Contract for Galen Boldt

Notice is hereby given that Franklin Public Schools has approval of a proposed interim superintendent employment contract on its agenda for the board meeting to be held on June 10, 2024 at 7pm in the Media Center in Franklin, Nebraska.

After the 2024/25 school year, how many years remain on the contract:
(Column F must be completed if additional years remain on contract.)

0

The estimated costs to the district for the 2024/25 year and future years are listed below:

	2024/25 Base Pay, Additional Compensation & Benefits	Future Base Pay, Additional Compensation & Benefits per Contract	TOTAL CONTRACT COST
Base Pay for the Total FTE	\$ 121,955.00		\$ 121,955.00
Compensation for activities outside of the regular salary:			
• <i>Extended contracts / Activities outside of regular salary</i>			\$ -
• <i>Bonus/Incentive/Performance Pay</i>			\$ -
• <i>Stipends</i>			\$ -
• <i>All other costs not mentioned above</i>			\$ -
Benefits and Payroll Costs Paid by district:			
• <i>Insurances (Health, Dental, Life, Long Term Disability)</i>			\$ -
• <i>Cafeteria Plan Stipend</i>			\$ -
• <i>Cash in lieu of insurance</i>			\$ -
• <i>Employee's share of retirement, deferred compensation, FICA and Medicare <u>if paid by the district</u></i>			\$ -
• <i>District's share of retirement, FICA and Medicare</i>			\$ -
• <i>IRS value of housing allowance</i>			\$ -
• <i>IRS value of vehicle allowance</i>			\$ -
• <i>Additional leave days</i>			\$ -
• <i>Annuities</i>			\$ -
• <i>Service credit purchase</i>			\$ -
• <i>Association / Membership dues</i>	\$ 1,356.00		\$ 1,356.00
• <i>Cell Phone/Internet reimbursement</i>			\$ -
• <i>Relocation reimbursement</i>			\$ -
• <i>Travel allowance/reimbursement</i>	\$ 15,000.00		\$ 15,000.00
• <i>Mileage Allowance</i>			\$ -
• <i>Educational tuition assistance</i>			\$ -
• <i>All other benefit costs not mentioned above</i>			\$ -
Totals:	\$ 138,311.00	\$ -	\$ 138,311.00



FRANKLIN PUBLIC SCHOOL

2024-2025

Academic Year Calendar



AUGUST

- 8 Teacher In-Service (1)
- 12 Teacher In-Service (2)
- 13 Teacher In-Service (3)
- 14 First Day of School

T=16 S=13

August 24						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 24						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

SEPTEMBER

- 2 No School - Labor Day
- 26 2:00 PM Dismissal
- P/T Conf. 2:30-8:00

T=20 S=20

OCTOBER

- 7 No School
- Teacher In-Service (4)
- 18 End of 1st Quarter
- (46 Days)
- 25 No School-Fall Break

T=22 S=21

October 24						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 24						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

NOVEMBER

- 27-29 No School
- Thanksgiving Break

T=18 S=18

DECEMBER

- 20 Last Day of 1st Sem. (41/87)
- 20 2:00 PM Dismissal
- 22-26 NSAA Moratorium
- 21-31 No School

T=15 S=15

December 24						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 25						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JANUARY

- 3 No School
- Teacher In-Service (5)
- 6 Start of 2nd Semester

T=21 S=20

FEBRUARY

- 11 2:00 PM Dismissal
- P/T Conf. 2:30-8:00
- 20-21 No School-Winter Break

T=18 S=18

February 25						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 25						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

MARCH

- 12 End of 3rd Qtr (46 days)
- 13-14 No School-Spring Break

T=19 S=19

APRIL

- 8 Franklin Track Invite-10 AM
- 8 No School-Teacher In-service (6)
- 18 No School-Easter Break
- 21 No School-Easter Break
- 22 Franklin MS Track Inv.-1:00 PM

T=20 S=19

April 25						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 25						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

MAY

- 10 Graduation 2:00 PM
- 21 Last Day of 2nd Sem.
- 12:00 PM Dismissal
- (45 & 91 Days)
- 22 No School
- Teacher In-service

T=16 S=15

JUNE

June 25						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 25						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

23 & 27-28 (+3 Schedule Days)

Total Days:

- Student Days = 178
- Teacher Days = 185

- NO SCHOOL - Teacher In-Service Days
- End of Quarters/Semester
- First Day of Semester
- Parent/Teacher Conferences
- NO SCHOOL
- Hosting TVC events
- 12:00 PM Dismissal
- Make-Up Days If Needed



Diode

TECHNOLOGIES

PROPOSAL NAME:

Openpath Access Control

PROPOSED TO:

Chris Lecher

PREPARED BY:

Scott Pulverenti

DATE PROPOSED:

5/24/2024

Scope of Work

Project Summary: Deployment of Alta Open Door Access System at Franklin Public Schools

Overview

Franklin Public Schools is implementing a comprehensive door access control system to enhance security across its campus. This project involves the deployment of the Alta Open door access system at 15 key entry points. Each door will be equipped with an R2X mullion reader and the necessary electronic strike hardware on doors that are not currently outfitted with electric strikes.

Scope of Work

- Door Access Points: Installation of access control systems at 15 doors throughout the campus.
- 2X Mullion Readers: Each door will be outfitted with an R2X mullion reader, known for its durability, reliability, and advanced security features.
- Electronic Strike Hardware: Integration of appropriate electronic strike hardware for doors that do not have an electric strike, to ensure proper locking and unlocking mechanisms.
- Individual Door Controllers: Each of the 15 doors will have its own dedicated door controller.

Objectives

1. Enhance Security: Improve overall security by controlling access to critical areas within the campus.
2. Streamline Access Management: Simplify the process of granting and revoking access to authorized personnel through Alta's cloud platform.
3. Increase Operational Efficiency: Reduce the need for physical keys and manual security checks, thus enhancing operational efficiency.

Conclusion

The deployment of the Alta Open door access system at Franklin Public Schools represents a significant step forward in campus security. By equipping 15 doors with advanced access control technology, the school district is ensuring a safer, more secure environment for all students, staff, and visitors.

Diode Technologies

Openpath Controllers



- 15 **Single Door Controller 2 Entry**
Single Door Controller, 2 entry capacity, 2 reader inputs,
2 Wiegand inputs, 2 REX, 2 contacts, 2 output relays.
PoE, PoE+ or DV 12V or 24V powered

Openpath Controllers: \$19,066.00

Current Access Control Entries



- 13 **R2X Mullion Reader**
This door reader leverages industry leading security combined
with an elegant design that will enhance any door and office
environment. Supporting multiple entry methods including
Mobile, Smart Watch, and Key Card, our reader is user-friendly,
convenient, and affordable.

Current Access Control Entries: \$9,035.00

Entry 4



- 1 **R2X Mullion Reader**
This door reader leverages industry leading security combined
with an elegant design that will enhance any door and office
environment. Supporting multiple entry methods including
Mobile, Smart Watch, and Key Card, our reader is user-friendly,
convenient, and affordable.



- 1 **3/4" Door Contact Gray**
GRI-8080-T Recessed 3/4"/Closed Loop/U.L. Fire Rated
W/TERM



- 1 **HES 9400 Series Door Lock**
HES Surface Mount Slim Electronic Lock 12/24 Volt Fail Safe -
10750401







- 175 **Bundled Plenum Access Control Wire - 500**
Plenum Bundled Access Control Wire

White

Entry 4: \$1,559.79

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Entry 17

	1	R2X Mullion Reader This door reader leverages industry leading security combined with an elegant design that will enhance any door and office environment. Supporting multiple entry methods including Mobile, Smart Watch, and Key Card, our reader is user-friendly, convenient, and affordable.
	1	3/4" Door Contact Gray GRI-8080-T Recessed 3/4"/Closed Loop/U.L. Fire Rated W/TERM
	1	HES 5200C Electric Strike Complete HES 5200C Electric Strike complete set
	175	Bundled Plenum Access Control Wire - 500 Plenum Bundled Access Control Wire White
Entry 17: \$1,359.25		

Monthly Cost

	1	OPENPATH 5 BASIC ENTRIES
	1	OPENPATH 10 BASIC ENTRIES
Monthly Cost: \$160.00		

Grand Total

Misc Parts:	\$1,000.45
Project Management:	\$558.55
Shipping & Tariff:	\$600.27
Sales Tax:	\$0.00
Total:	\$33,339.31

Terms and Conditions

This proposal is valid for a period of up to 30 days from the date of the proposal.

Payment Schedule:

- 50% down payment is required to initiate the project.
- Completed work will be billed monthly.
- Remaining balance due after completion of the project.

*Prewiring for system installation will be billed at 100% after completion. No ordering of equipment will be made until 100% payment of prewire is received.

Final payments are due upon receipt of final invoice. Failure to pay in full will accrue 16% APR.

**3% credit card processing fee applies for invoices paid over \$3,000.

Project Process:

1. Signed Proposal
2. 50% down payment
3. Ordering, Staging, and Programming of equipment
4. Scheduling of Project
5. Final Payment Billed at Completion of Project
6. Introduction and Handoff to Service Team for Future Assistance

Service Process:

1. Contact Diode Technologies at 402-793-5124
2. All Service Requests are documented by Diode Customer Service Representatives
3. Support Specialists will contact customer to determine best course of action to resolve the issue.
 - a. Remote support will be provided as a first course of action.
 - b. An on-site technician will be scheduled and dispatched if needed.

The following conditions or circumstances may affect the final billing amount and/or project timeline.

1. DT does not provide 110v electrical service to power our system design. A properly licensed electrical contractor may be needed, and the Customer is responsible for providing code and load compliant power outlets as detailed in this proposal.
2. Change orders to the original scope of work will typically incur additional material and potential labor costs and will be provided upon request.
3. Change orders may also require a delay in original estimated completion dates and additional return trip labor costs. Original project will be billed as completed, and additional change orders will be billed separately.
4. DT has estimated normal above ceiling wiring access routes for cabling to meet local codes. If unusual installation circumstances (excessive firewalls or depth of walls deeper than 8" masonry block above ceiling) that require additional labor hours, customer will be advised by DT PM during the installation process.
5. Normal material order, shipping, handling and staging of equipment is begun after the down payment is received and typically takes 4-5 weeks for scheduling and delivery; however, a manufacturer may occasionally have a delay sourcing parts which may result in a delay. The DT project manager will advise if this situation occurs.
6. Expedited installation requests require overtime scheduling of technicians which may increase the costs of the project and will be handled on a case-by-case basis depending on current installation commitments to our customers at the time.
7. If underground trenching is required, any unusual or unanticipated impediments can significantly impact our proposal estimate sub-contractors and ultimately the cost to the customer. The customer will be advised of additional cost factors before works proceeds.
8. Aerial cable runs may be sub-contracted out and priced separately from our proposal.
9. Weather conditions, lightning strikes or other acts of God may impact estimated completion date and DT will not be responsible for costs associated with these types of delays.
10. Every effort will be made to complete our installations as planned; however, unforeseen circumstances or delays out of our control will be communicated as quickly as possible.
11. Delays in site availability or agreed upon payment schedule may result in DT rescheduling delivery and adjusting completion dates.

Additional Terms

Diode Technologies makes no guarantee and assumes no liability for the use, operation and maintenance of any installed equipment and any associated equipment.

The customer agrees to fully and completely indemnify and hold harmless Diode Technologies, LLC, its successors and assigns, from and against any and every

Diode Technologies

claim loss, damage, suit or liability arising out of the furnishing equipment including, without limitation, any claim, loss, damage, suit or liability involving damage to or destruction of property or personal injury to or death of livestock or persons which arises, or is claimed to arise, directly or indirectly, with or without negligence, out of the installation, use, maintenance, operation, failure of operation, or malfunction of equipment on the premises of the customer. Equipment is not actively monitored by Diode Technologies, LLC or any other 3rd party service.

Customer acknowledges by signature below that customer has read, understands and accepts the above conditions for services provided by Diode Technologies, LLC.

Media Release

I, Chris Lecher, hereby grant permission to Diode Technologies hereinafter known as the "Media" to use my image or images taken of my project (photographs and/or video) for use in Media publications in places that include, but are not limited to, their website, social media accounts, or email.

I hereby waive any right to inspect or approve the finished photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the image.

Upon signing this proposal, I agree to the paragraph below which is applicable to my present situation:

I have read this release before signing the proposal, and I fully understand the contents, meaning and impact of this release. I understand that I am free to address any specific questions regarding this release by submitting those questions in writing prior to signing, and I agree that my failure to do so will be interpreted as a free and knowledgeable acceptance of the terms of this release.



Chris Lecher

Date: _____

Scott Pulverenti

Date: 9/26/2022

Johnson Electric Co.
1929 31 Rd
Upland, NE 68981 US
joshnjessjohnson@yahoo.com

Estimate

ADDRESS

Franklin Public School
1001 M Street
Franklin, Ne 68939

ESTIMATE # 1019

DATE 06/03/2024

EXPIRATION DATE 07/08/2024

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
4' LED 4k lamps	LED AB 2250L T8 lamps / 56 3lamp fixtures	168	11.49	1,930.32
Parts	wire and wire nuts	1	52.00	52.00
Labor		50	72.00	3,600.00
Miscellaneous	Scaffolding put up and take down	1	225.00	225.00
Miscellaneous	Recycle old lamps	168	0.99	166.32

Installing new LED lamps in old fixtures in wrestling practice area.

TOTAL

\$5,973.64

Accepted By

Accepted Date

2006 Complaint Procedure

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

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

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

Complaint and Appeal Process.

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

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

- 2) All witnesses and documents which the complainant believes support the complaint;
 - 3) The action or solution which the complainant seeks.
 - d) Respond to the complainant. If the complaint involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or coordinator receives the complaint.
4. If either the complainant or the respondent is not satisfied with the decision, he or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal. This provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.
- a) The appeal must be in writing.
 - b) This appeal must be received by the superintendent no later than three (3) calendar days from the date of the decision.
 - c) For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate.
 - d) The superintendent will prepare a written decision and provide it to the complainant and any other person entitled by law to receive the appeal decision. For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.

5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may involve oversight or discipline of students, staff, or others, unless those involve allegations against the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:
 - a) When the complaint is about a board policy, not implementation of the policy;
 - b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or
 - c) When the board is required by law, policy, or contract to hear a complaint or appeal.

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

- d) This appeal must be in writing.
- e) This appeal must be received by the board president no later than ten (10) calendar days from the date the superintendent communicated the decision to the complainant.
- f) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint or appeal. However, all matters involving discrimination or harassment allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.
- g) The board president will notify the complainant and any other person legally required to receive the decision in writing of the decision. If the complaint involves discrimination or harassment allegations against the

Superintendent, the board president shall submit the decision within 180 calendar days after receiving the written appeal.

- h) There is no appeal from any decision of the board unless authorized by law.
6. Formal complaints about the superintendent shall be filed with the president of the board. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:
- a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.
 - b) Determine whether the complainant has discussed the matter with the superintendent.
 - 1) If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.
 - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.
 - c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting by the full board.

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

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

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

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

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

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

disability or will provide prior written notice of the district's refusal to do so.

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

Adopted on: August 10, 2020

Revised on: July 15, 2024

Reviewed on: _____

2008 Meetings

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

1. Types of Meetings

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

2. Notice

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

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

In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the school district will (1) post the notice on its website, if available, and (2) post the notice in a conspicuous public place in the school district's jurisdiction. The school district will keep a written record of the posting.

When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes of the meeting, and any formal action taken in such meeting shall pertain only to the emergency. Complete minutes of such emergency

meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public no later than the end of the next regular business day.

3. Weather Delays

In the event of inclement weather which makes it dangerous or unreasonable for board members or members of the public to attend a meeting for which notice has already been given, such meeting may be postponed by the board president. The board will communicate the delay to members of the public by posting it on the district's website and by following the same communication protocol that the district follows when student attendance at school is called off due to inclement weather. When possible, the board president and superintendent will attempt to communicate the information to local media members and business owners to assist in notifying the public of the delay. Notice of the date, time, and location of the postponed meeting will be advertised as required in the "Notice" section above.

4. Minutes

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

Adopted on: August 10, 2020

Revised on: July 15, 2024

Reviewed on: _____

2009
Public Participation at Board Meetings

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

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

Except for closed sessions, the board will allow members of the public an opportunity to speak at each meeting. The board may make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, photographing, or recording its meetings.

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

Adopted on: August 10, 2020

Revised on: July 15, 2024

Reviewed on: _____

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

I. Applicability of the Policy

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

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$109,000, the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. §§ 13-2901 through 13-2914), energy financing contracts (NEB. REV. STAT. §§ 66-1062 through 66-1066), other applicable state laws, and the board's general policy on Bidding for Construction and Related Projects. In addition, all procurement and construction shall comply with the rules and requirements of 2 CFR part 200.317 through 200.326 and 34 CFR sections 75.601 through 75.615. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

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

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

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

III. Construction Projects with an Anticipated Cost of Under \$250,000

A. Methods of Bidding/Soliciting Quotations or Estimates

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

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

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

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

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

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

B. Construction Projects with an estimated cost of between \$109,000 and \$249,999 will be made pursuant to the District's Policy on Bid Letting and Contracts.

Pursuant to Nebraska law, construction projects which have an

anticipated aggregate cost of \$109,000 or more are subject to state public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106). The board will follow its standard policy on bid letting and contracts for construction projects financed with federal funds which have an anticipated aggregate cost of between \$109,000 and \$250,000.

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

A. Sealed Bids: All constructions projects subject to this policy with an anticipated cost of \$250,000 or more will be publicly solicited using the sealed bid method

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

business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

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

B. Advertising for Bids.

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

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

C. Bid Documents

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

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

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

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

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

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

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

that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

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

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

V. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.322 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. This includes a "Buy American" provision that provides that as appropriate and to the extent consistent with law, the District and contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of the Buy American provision must be included in all subawards including all contracts and purchase orders for work or products under this award.

B. Contracting with Certain Vendors

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

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

C. Full and Open Competition

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

D. Debarment and Suspension

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

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

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

E. Settlements of Issues Arising Out of Contract

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

F. Record Keeping

1. Record Retention

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

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

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
 - c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.
2. Maintenance of Construction Records for Projects Financed with Federal Funds
- a) The District must maintain records sufficient to detail the history of all construction projects financed with federal funds. These records will include, but are not necessarily limited to the following: rationale for the method of construction, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
 - b) Retention of construction records shall be in accordance with applicable law and Board policy.

VI. Conflict of Interest and Code of Conduct

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

C. Favors and Gifts

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

D. Enforcement

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

VII. Financial Management

A. Identification.

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

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

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

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

E. Budget Control

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

F. Payment Methods

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

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

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

G. Allowability of Costs

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

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

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

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

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

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

income.

I. Cost Sharing or Matching

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

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

J. Documentation of Personnel Expenses

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

VIII. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

C. Record Keeping

1. Record Retention

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

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

c) Records will be destroyed in compliance with Schedule

10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Procurement Records

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

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

D. Privacy

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

Adopted on: August 10, 2020

Revised on: July 15, 2024

Reviewed on: _____

3004.1

Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

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

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

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

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

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

B. Methods of Purchasing

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

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

Micro-purchase means an individual procurement transaction for 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 (Simplified Acquisition Procedures)

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

3. Purchases Over \$250,000

a) Sealed Bids (Formal Advertising)

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

b) Contract/Price Analysis

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

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

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

5. **Competitive Proposals.**

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

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

C. Use of Purchase (Debit & Credit) Cards

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

D. Federal Procurement System Standards

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

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

E. Debarment and Suspension

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

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

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

F. Settlements of Issues Arising Out of Procurements

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

III. Conflict of Interest and Code of Conduct

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

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

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

C. Favors and Gifts

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

D. Enforcement

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

IV. Property Management Systems

A. Property Classifications

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

capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.

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

B. Inventory Procedure

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

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

C. Inventory Records

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

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

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

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

D. Physical Inventory

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

E. Maintenance

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

F. Lost or Stolen Items

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

G. Use of Equipment

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

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

H. Disposal of Equipment

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

If the item has a current fair market value of \$10,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency or pass-through entity.

I. Equipment Retention

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

J. Equipment and Capital Expenditures

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

K. Depreciation

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

V. Financial Management

A. Identification

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

B. Financial Reporting

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

C. Accounting Records

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

D. Internal Controls

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

E. Budget Control

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

F. Payment Methods

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

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time

sheets, payroll stubs, etc.) and will make such documentation available for the Nebraska Department of Education to review upon request.

G. Allowability of Costs

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

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

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

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

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

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

I. Cost Sharing or Matching

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

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

J. Documentation of Personnel Expenses

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

VI. Written Compensation Policies

A. Time and Effort Standards

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

- (1) Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- (2) Be incorporated into official records;

- (3) Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;
- (4) Encompass both federally assisted and all other activities compensated by the District on an integrated basis;
- (5) Comply with the established accounting policies and practices of the District and
- (6) Support the distribution of the employee's salary or wages among specific activities or costs objectives.

B. Time and Effort Procedures

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

C. Fringe Benefits

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

D. Leave

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

E. Unexpected or Extraordinary Circumstances

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

F. Documentation for Personnel Expenses

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

VII. Other Contract Matters.

A. Required Terms

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

B. Contracting with Certain Vendors

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

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

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

C. Record Keeping

1. Record Retention

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

b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before

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

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

2. Maintenance of Procurement Records

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

D. Privacy

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and

State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: August 10, 2020

Revised on: July 15, 2024

Reviewed on: _____

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3017
Official Communication with the Public

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

Adopted on: August 10, 2020

Revised on: July 15, 2024

Reviewed on: _____

3032 Fees for School District Records

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

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

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

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

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

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

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

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

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

The fee schedule for public records copies is as follows:

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

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

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

Adopted on: August 10, 2020

Revised on: July 15, 2024

Reviewed on: _____

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3053 Nondiscrimination

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

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

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

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

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

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

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

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

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

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

The Pregnant Workers Fairness Act (PWFA) – requires covered employers to provide reasonable accommodations to qualified employee’s or applicant’s known limitations related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions.

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

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

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

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

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

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

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

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

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

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

Adopted on: August 10, 2020

Revised on: July 15, 2024

Reviewed on: _____

3057 Title IX

Nondiscrimination. The school district does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates including in admission and employment. Inquiries about Title IX may be referred to the school district's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. The school district's Title IX Coordinator may be contacted at Title IX Coordinator, 1001 M Street, Franklin, NE 68939, christie.stratman@fpsflyers.org, (308)425-6283. The school district's nondiscrimination policy and grievance procedures are included this policy, or can be accessed at: www.fpsflyers.org. To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator.

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

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

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

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

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

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

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

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

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

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

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

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

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

- Other sex-based harassment in the school district's education program or activity.

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

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

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

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

- **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
- **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

Dating violence meaning violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined

based on a consideration of the length and type of relationship and the frequency of interaction between the persons involved in the relationship;

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

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

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

Response to Sex-based Harassment.

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

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

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

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

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

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

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

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

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

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

process. If an agreement is reached, it precludes the parties from initiating or resuming the grievance process.

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

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

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

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

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

- The complainant's request not to proceed with the initiation of a complaint;
- The complainant's reasonable safety concerns regarding the initiation of a complaint;
- The risk that additional acts of sex discrimination would occur if a complaint is not initiated;
- The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;

- The age and relationship of the parties, including whether the respondent is an employee of the school district;
- The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
- The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and
- Whether the school district could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

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

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

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

- A respondent is presumed not responsible for the alleged sex discrimination until a determination is made at the conclusion of the grievance procedure;
- The school district will treat the complainant and respondent equitably throughout the grievance process;
- The school district will take reasonable steps to protect the privacy of individuals participating in the grievance process in a manner that does not restrict the parties from obtaining and presenting evidence, speaking to witnesses, consulting with family members or advisors, or otherwise participating in the grievance process;
- The District will use the following timelines for each complaint, but the Title IX Coordinator or designee may extend them as needed:

Major Stage	Target Duration (calendar days)
Completion of the school district’s decision whether to dismiss or investigate a complaint of sex discrimination	1-15

Investigation	1-30
Determination	1-30
Appeal	1-20

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

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

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

- Provide an equal opportunity for the parties to present fact witnesses and relevant and permissible evidence;
- Objectively review all evidence gathered through the investigation and determine what evidence is relevant and permissible;
- Provide each party with an accurate description of the relevant and permissible evidence, and upon request, copies of this evidence;
- Provide the parties a reasonable opportunity to respond to the evidence;
- Use a process that enables the decisionmaker to question parties and witnesses to adequately assess a party's or witness's credibility, but credibility will not be based upon any individual's status as a complainant, respondent, or witness; and
- Take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. For purposes of this paragraph, disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

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

and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.

Generally relevant evidence is permissible, but does not include:

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

Determining Whether Sex Discrimination Occurred. The school district will:

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

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

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

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

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

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

Appeal. The school district will provide the parties the opportunity to appeal the decisionmaker's written determination or a dismissal of a complaint, on the grounds identified below. The school district will implement appeal procedures equally for the parties, including a reasonable and equal opportunity to make a statement in support of or challenging the outcome

being appealed. Appeals under Title IX, like other comparable proceedings, will be handled consistent with the school district's general complaint policy.

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

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

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

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

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

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

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

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

Adopted on: August 10, 2020

Reviewed on: July 15, 2024

Revised on: _____

3059 Audio and Video Recording

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

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

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

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

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

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

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

Adopted on: July 15, 2024

Revised on: _____

Reviewed on: _____

3060
Firearms and Weapons for Non-Students

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

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

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

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

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

3. Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;
4. Firearms which may lawfully be possessed by a person for the purpose of using them, with the approval of the school, in a historical reenactment, in a hunter education program, or as part of an honor guard;

5. Firearms contained within a private vehicle ***operated by a nonstudent adult*** that are not loaded ***and*** are enclosed in a case or are in a locked firearm rack that is on a motor vehicle; or

6. A handgun carried as a concealed handgun by a nonstudent other than a minor or prohibited person in a vehicle or on his or her person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area.

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

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

Adopted on: July 15, 2024

Revised on: _____

Reviewed on: _____

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

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

I. Qualifying for Leave

A. Qualified Employees

1. To be eligible for ***unpaid*** leave under this policy, an employee must:
 - a. Make the request for leave at a time when the school district employs 50 or more workers;
 - b. Have been working for the school district for at least 12 months prior to the request; and
 - c. Have worked a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.
2. The applicable 12-month period for computing an employee's entitlement to FMLA leave shall be "rolling" 12-month period measured backward from the date an employee uses any FMLA leave.
3. Employees ineligible for FMLA leave for any reason may be eligible for leave under the Nebraska Family Military Leave Act and should consult policy 4011.1.

B. Qualified Circumstances Necessitating Leave

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

2. The school district will grant an eligible employee who is the spouse, son, daughter, parent or next of kin of a Covered Servicemember a total of 26 workweeks of **unpaid** leave during a 12-month period to care for the service member as permitted under the FMLA. The leave described in this paragraph shall only be available during a single 12-month period.

For purposes of this provision and this policy, "Covered Servicemember" includes both Military Members and covered Veterans, so long as the covered Veteran was discharged or released under conditions other than dishonorable at any

time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran.

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

C. Limitations on Leave

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

this reason and one of the three reasons described in paragraph I(C)(2)(a). If the leave taken by the husband and wife includes leave described in paragraph I(C)(2)(a), the limitation in paragraph I(C)(2)(a) shall apply to the leave described in I(C)(2)(a).

D. Qualifying Notice and Certification

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

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

released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered Veteran, and who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or Illness; and

6. Periodic reports during leave, at a frequency reasonably requested by the superintendent, regarding the employee's status and intent to return to work.

E. Scheduling Leave

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

II. Relationship with District During Leave

A. Leave to Be Unpaid

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

B. Substitution of Paid Leave

1. The school district requires employees to substitute any accrued paid vacation leave, paid personal leave, paid family leave, paid medical leave or paid sick leave for FMLA leave. However, nothing in this policy shall require the school district to provide paid sick or medical leave in any situation in which the school district would not normally provide such paid leave.
2. If an employee uses paid leave under circumstances which do not qualify as FMLA leave, the leave will not count against the

number of workweeks of FMLA leave to which the employee is entitled.

3. Any paid leave which is substituted for FMLA leave will be subtracted from the number of workweeks of unpaid leave provided by the FMLA and this policy.

C. Group Health Plan Benefits

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

D. Intermittent or Reduced-Schedule Leave

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

intermittently or on a reduced-leave schedule when medically necessary.

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

of intermittently, for the entire period or to transfer to an available alternative position within the school system that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave.

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

III. Return from Leave

A. Restoration to Position

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

employee would have been entitled had the employee not taken leave.

B. Denial of Restoration

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

C. Failure to Return from Leave

If an employee fails to return from FMLA leave after the period of leave to which the employee is entitled has expired, the employee shall reimburse the district for any premiums the employer paid for maintaining health insurance coverage for the employee during the employee's FMLA leave unless the reason the employee does not return is due to: (1) the

continuation, recurrence, or onset of the serious health condition which entitled the employee to FMLA leave and the employee provides the district with sufficient certification from the proper health care provider of such continuation, recurrence, or onset of the serious health condition or (2) other circumstances beyond the employee's control.

IV. Notice to Employees

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

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

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

Adopted on: August 10, 2020

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Reviewed on: _____

4053
Conflict of Interest

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

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

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

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

3. Employing Members of the Immediate Family.

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

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

- a. Except as provided below, an employee shall not authorize the use of school district personnel, property, resources, or funds for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
 - b. This does not prohibit an employee from making school district facilities available to a person for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions for use.
 - c. This does not prohibit an employee from discussing and voting upon a resolution supporting or opposing a ballot question.
 - d. This does not prohibit an employee under the direct supervision of a public official from responding to specific inquiries by the press or the public as to the board's opinion regarding a ballot question or from providing information in response to a request for information.
 - e. An employee may present his or her personal opinion regarding a ballot question or respond to a request for information related to a ballot question; but in so doing, the person should clearly state that the information being presented is his or her personal opinion and is not to be considered as the official position or opinion of the school district. However, this shall not be done during a time that the individual is engaged in his or her official duties.
6. Additional Procedures Applicable to Employees With An Annual Salary and Benefits of More than \$150,000 Per Year
- a. Staff whose annual salary and benefits exceed one hundred fifty thousand dollars should assess whether they have a conflict of interest before taking any action or making any decision.
 - b. Employees have a conflict of interest pursuant to this subdivision of the policy when their actions or decisions may cause financial benefit or detriment to themselves, a business with which they are associated or a member of their immediate family.

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

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5001 Compulsory Attendance and Excessive Absenteeism

Required Attendance

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

Mandatory Attendance Age

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

Exceptions

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

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

Discontinuing Enrollment – 5 Year Old Students

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

Discontinuing Enrollment – 16 and 17 Year Old Students

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

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

Attendance Officer

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

Excused Absences

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

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

5. Attending a funeral, wedding or graduation
6. Appearance at court or for other legal matters
7. Observance of religious holidays of the student's own faith

Excessive Absenteeism

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

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

Career/Job Shadowing

Students will be granted one (1) Career/Job Shadowing day during their 12th grade year. This will not count against their ten (10) days provided the following criteria is met:

1. Coordinate with the Guidance Counseling Office
2. Appointment is made with employer at a minimum of 10 days prior to job shadowing.
3. Signed Parental Permission Slip is turned into the office at a minimum of 7 days prior to Job Shadowing
4. Student has all work completed as evidenced by the completed make up slip turned into the high school office prior to Job Shadowing.
5. Students on the down list will not be granted a job shadowing day.

College Visits

Students will be granted a total of two (2) College Visit days to be used during either their 11th or 12th grade year. This will not count against their ten (10) days provided the following criteria is met:

1. Signed Parental Permission Slip turned into the office at a minimum of 7 days prior to the college visit.
2. Students have all work completed as evidenced by the completed make up slip turned into high school office prior to the college visit.
3. Students on the down list will not be granted a college visitation day.

Other absences as determined by the principal or the principal's designee.

Not School Excused

Absences that are not school excused may result in a report to the county attorney and may be classified as follows:

Parent acknowledged absences are those in which the parent communicated with the school in the prescribed manner that the child is absent and is the parent's responsibility for the extent of the school day. This includes, but is not limited to, illness (**Not Documented i.e. (no doctor's note after two (2) consecutive days)**), vacations, **parent approved reasons (i.e. calling the school and asking to excuse the student for the day with no other explanation, or going to conventions and/or sales)**, and **undocumented** medical appointments.

Other absences are those in which the parent has not communicated a reason for the student's absence.

Excessive Absenteeism

When a student has excessive absences, the following procedures shall be implemented:

After five (5) days of unexcused absences or ten total days of absences, parents will be notified by mail, and the student will be referred to the MTSS (Multi-Tiered System of Support) Team.

Exceptions may be made for extenuating medical circumstances by the administration.

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

Students with excessive absences may be withheld from participating in extra-curricular activities.

Tardiness

Classes begin at 8:00 am and the teacher will take attendance and lunch count at this time; therefore, it is essential that your child be on time. Students who arrive late to school must stop by the high school office and obtain a pass. Bus students will not be counted tardy if the bus is late for any reason.

Tardy vs Absent

A student 10 minutes late to class or less will be counted as tardy. A student later than 10 minutes late to class, will be counted as absent (unexcused)

Tardies to School

Each student will be allowed three (3) tardies per quarter before disciplinary action is taken. On the fourth (4) and each subsequent tardy after that the student will be assigned a 9th hour detention. If a student receives more than nine tardies, a conference will be scheduled with the parent(s), student, and administration in order to determine what course of action to take in order to prevent future tardies. Further violations may result in student suspension.

Tardies to Class

Students have a sufficient time period between classes to make it to their next assigned class on time. Students will be considered tardy to class if they are not in their assigned classroom when the tardy bell rings, unless they have a pass from the teacher who detained them. Specific tardy guidelines once the students are in the classroom doorway are at the discretion of the classroom teacher. **As with tardiness to school**

students will be allowed three (3) tardies per quarter before disciplinary action is taken. On the fourth (4) and each subsequent tardy after that the student will be assigned a 9th hour detention. If a student receives more than nine tardies, a conference will be scheduled with the parent(s), student, and administration in order to determine what course of action to take in order to prevent future tardies. Further violations may result in student suspension.

Repeated Tardies to School or a Particular Class

When a student accumulates four (4) tardies for any one class period it will be the equivalent of a full absence for that class period (4 tardies = 1 absence; 8 tardies = 2 absences, etc.). This is conjunction with "Article 4 – Attendance" in the student handbook. Additional remedies for tardiness may include making up time in detention and/or the restriction of off-campus lunch privileges (seniors).

Absence Procedures

In its Student Information System, the District may identify many different codes that provide greater definition to the circumstances of a child's absence, but all of the codes need to be identified to parents and students as fitting into one of the above defined absence circumstances.

A student will not be allowed to enter class after an absence until an admit slip, based upon a written or verbal parental excuse, is issued by the Principal's office.

For excused absences (i.e. illness, or family funerals), two (2) school days will be allowed to make up work for each day missed, with a maximum of 10 days allowed to make up work.

Make-up Work

Written make-up work may be assigned for each day missed regardless of the type of absence. If make-up work is not completed, students will receive no credit for the work required. As a general rule, students will be given two (2) calendar days for each day they were absent to make up the work.

The student has the responsibility to contact teachers, initially, regarding make-up assignments. Assignment sheets will be sent only for extended absences through the main office. Generally, assignment sheets will not be

sent out until after three (3) days of absence. If the parents or students have concerns prior to the three (3) days, they are encouraged to contact the teacher or the principal's office.

For excused absences, two school days will be allowed to make up the work for each day missed with a maximum of ten (10) days allowed to complete make up work. If requested, assignment sheets will be prepared for students who are ill. If parents or students request assignment sheets the school should be contacted by no later than 10:00 a.m.

For unexcused absences, the student may receive a failing mark for or in each class period missed if the work is not completed in the timeframe designated by the principal.

Attendance is Required to Participate in Activities

Students must attend school all day the day of any scheduled school activity in order to participate in the activity. Students must also attend school all day the day before a weekend or school break in order to participate in the activity being held during that weekend or school break. This includes athletic contests, practices and dances. Failure to attend will result in a student being withheld from participation in the activity. The Principal retains the right to grant participation should exceptional circumstances prevail.

Truancy

A student who engages in unexcused absences may be considered truant as per state law. Truancy is a violation of school rules. The consequence of truancies may include grade reduction in classes, disciplinary action up to expulsion and referral to the county attorney for compulsory attendance violations.

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5004 Option Enrollment

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

1. Definitions

- a. Option Student Defined.** Option student means a nonresident student who has chosen to attend the school district under the provisions of the option enrollment program.
- b. Resident School District Defined.** Resident school district means the school district in which a student resides or in which the student is admitted as a resident of the school district pursuant to state law.
- c. Option School District Defined.** Option school district means the school district that a student chooses to attend other than his or her resident school district.
- d. Elementary School Defined.** Elementary school means grades K - 5.
- e. Middle School Defined.** Middle school means grades 6 - 8.
- f. High School Defined.** High school means grades 9 through 12.

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

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

4. Standards for Acceptance or Rejection of Option Students.

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

- i. Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to the student;
 - ii. Would require the procurement of new equipment, technology, or furnishings;
 - iii. Would cause or require the rearrangement of caseloads for staff and contracted professionals;
 - iv. Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;
 - v. May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.
 - e. **Prohibited Standards.** The school district shall not base the decision to accept or reject an option student on the student's previous academic achievement, athletic or other extracurricular ability, disabling condition(s), proficiency in the English language, or previous disciplinary proceedings.
 - f. **Order of Acceptance.** If there are more option student applicants for any program, class, grade level or school building than can be accepted into such program, class, grade level or school building, applicants shall be accepted in the following order:
 - i. students with brothers or sisters attending the school district, either as resident students or as option students, shall be granted first priority;
 - ii. thereafter, option students shall be accepted into such program, class, grade level or school building in the order in which written applications were received by the school district.
 - g. **Maximum Capacity Report.** The school district will annually establish, publish, and report the capacity for each school building under the district's control pursuant to procedures, criteria, and deadlines established by the Nebraska Department of Education.
- 5. False or Misleading Option Applications.** If, prior to the student's attendance as an option student, the school district discovers that a previously accepted option application contained false or substantively misleading information, the option application will be rejected.

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

- b.** The board of education will approve late applications to option into the district under the following conditions:
 - i. When the resident district has released the student, or if the student is an option student at the time of such application and applying to become an option student at a subsequent option school district, a release approval from the option school district the student is attending at the time of such application;
 - ii. When the student's late enrollment into the district meets the standards for acceptance or rejection of option students contained elsewhere in this policy;

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

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

- a.** A student does not need to be released from his/her resident district or the option school district the student is attending at the time of application under the following circumstances:
 - i. When the student has relocated to a different resident school district after February 1
 - ii. When a student's option school district merges with another district effective after February 1

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

11. Cancellation of Option.

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

- a.** Attend the option school district until graduation or relocation/re-option in a different resident school district unless the student chooses to return to the resident school district, in which case the student's parent or legal guardian shall timely submit a

cancellation form to the school board or board of education of the option school district and the resident school district for approval for the following year.

- b.** Attend an option school district for not less than one school year unless the student relocates to a different resident school district, completes requirements for graduation prior to the end the school year, transfers to a parochial or private school, or upon mutual agreement of the resident and option school districts cancels the enrollment option and returns to the resident school district.

12. Authority of Superintendent.

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

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Reviewed on: _____

5005 Transportation

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

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

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

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

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

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

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5008 Pregnant or Parenting Students

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

I. Accommodations Regarding Attendance and Participation

A. Generally

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

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

B. Students with Disabilities

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

C. Title IX

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

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

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

II. Accommodations Regarding Lactation and Breastfeeding

A. Accommodations

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

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

B. Educational Process

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

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Reviewed on: _____

5035 Student Discipline

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

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

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

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

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

Pre-Kindergarten through Second Grade Students

Notwithstanding any other provision of this policy, an elementary school shall not suspend a student in pre-kindergarten through second grade unless the student brings a deadly weapon as defined in section 28-109 on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school

employee or his or her designee, or at a school-sponsored activity or athletic event. As an alternative to suspension, the school district may take any action authorized by law, including those provided in section 79-258.

Makeup Work for Suspended Students

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

Short-Term Suspension

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

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

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An

opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school and shall document such effort in writing. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.

4. Students who are short-term suspended must be given the opportunity to complete classwork and homework missed during the period of suspension, including but not limited to examinations, as provided herein.

Emergency Exclusion

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

Weapons and/or Firearms

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

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

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

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

Consequences - Firearm. Any student who brings a firearm, as that term is defined in 18 United States Code 921, to school will be expelled from school

for one calendar year. The superintendent of schools and the board of education shall have the authority to modify the expulsion requirement on a case-by-case basis.

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

Confiscation of Firearms and Weapons. Administrative and teaching personnel are statutorily authorized, without a warrant, to confiscate any firearm or weapon possessed in violation of this policy. Any firearm that is confiscated by school personnel shall be delivered to a peace officer as soon as practicable. Such firearms are subject to being destroyed by law enforcement authorities.

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

Long-Term Suspension

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

Expulsion

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the

following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.

2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.
3. **Suspension of Enforcement of an Expulsion:** Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.
4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students, or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.
5. **Conclusion of Expulsion.** At the conclusion of an expulsion, the school district will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

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

The following conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, subject to the procedural provisions of the Student Discipline Act, NEB. REV. STAT. § 79-254 through 79-296, when such

activity occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event:

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes. The board has determined that the use of synthetic media such as deepfakes may constitute "similar conduct";
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-

- 320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
 11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
 - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
 - b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
 - c. Violating school bus rules as set by the school district or district staff;
 - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
 - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
 - f. Possession of pornography, including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
 - g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically), including creation, possession, dissemination, accessing, sale, or any other use of synthetic media, such as deepfakes;
 - h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally

considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/newcomers; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;

- i. Bullying which shall include cyberbullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
- j. Violations of the district's acceptable computer use policy;
- k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- l. Using any object to simulate possession of a weapon;
- m. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation;
- n. Violation of the school's audio and video recording policy; and
- o. Any other violation of any board policy, handbook provision, or rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

1. The decision to recommend discipline shall be made within two school days after learning of the alleged student misconduct. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
 - a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
 - b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
 - c. A statement that, before long-term suspension, expulsion, or mandatory reassignment can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork or;
 - d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
 - e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
 - f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail to the address provided on the form.

3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the time the long-term suspension, expulsion, or mandatory reassignment takes effect.
5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall recommend appointment of a hearing examiner within two school days after receipt of the hearing request. The student or the student's parent or guardian may request designation of a hearing examiner other than the hearing examiner recommended by the superintendent if notice of the request is given to the superintendent within two school days after receipt of the superintendent's recommended appointment. Upon receiving such request, the superintendent must provide one alternative hearing examiner who is not an employee of the school district or otherwise currently under contract with the school district and whose impartiality may not otherwise be reasonably questioned. The student or the student's parent or guardian must, within five school days, select a hearing examiner to conduct the hearing who was recommended or provided as an alternative hearing examiner, and shall notify the superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of such notice.
6. The hearing examiner must, within two school days after being appointed, give written notice to the principal, the student, and the student's parent or guardian of the time and place for the hearing.
7. The hearing shall be held within a period of five school days after appointment of the hearing examiner, but such time may be changed by the hearing examiner for good cause with consent of the parties. No hearing shall be held upon less than two school days' actual notice to the principal, the student, and the student's parent or guardian, except with the consent of all the parties.
8. The principal or legal counsel for the school, the student, and the student's parent, guardian, or representative have the right to receive a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession

of the school board or board of education no later than forty-eight hours prior to the hearing.

9. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing examiner. The hearing will be held according to the requirements of section 79-269. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
10. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

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

Reporting Requirement to Law Enforcement

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

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

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5049
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6031 Emergency Exclusion

Grounds for Emergency Exclusion. Any student may be excluded from school in the following circumstances subject to the procedural provisions governing short term suspension found elsewhere in these policies or state law:

(a) If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or

(b) If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

Any emergency exclusion shall be based upon a clear factual situation warranting it and shall last no longer than is necessary to avoid the dangers that prompted the exclusion.

Extension of Exclusion. Pursuant to the Student Discipline Act, the principal has the authority to exclude a student from school for up to five school days on an emergency basis. If the superintendent or superintendent's designee determines that it is appropriate to consider the extension of an exclusion beyond five days, such consideration shall be made according to the procedures set forth below.

Notification of Student's Parent(s) or Guardian(s). The superintendent or the superintendent's designee shall notify the student's parent(s) or guardian(s) that the principal has proposed the extension of the exclusion. If the initial notice is oral, the superintendent shall confirm it in writing. The notice shall include notice of a recommended hearing examiner and an alternate hearing examiner for consideration by the parent(s) or guardian(s) if a hearing is requested.

Opportunity to Request a Hearing. The student's parent(s) or guardian(s) may submit a request for a hearing on the proposed extension of the exclusion within one school day of receiving the notice of the proposed extension.

Failure to Request a Hearing. If the parent(s) or guardian(s) do not request a hearing within two school days of receiving oral or written notice, the proposed extension of the exclusion shall automatically go into effect.

Appointment and Qualifications of a Hearing Examiner. The parent(s) or guardian(s) shall notify the superintendent within one school day of receiving notice of the recommended extension and proposed hearing examiner and alternate hearing examiner if the alternate hearing examiner is preferred.

Hearing Examiner's Notice to Parent(s) or Guardian(s). The hearing examiner shall promptly give written notice of the time, date and place of the hearing. The hearing will be held within ten school days after the initial date of exclusion; provided, the hearing may be held more than five school days after receipt of the request upon a showing of good cause. No hearing will be held on less than two (2) school days' notice unless otherwise agreed to by the student's parent(s) or guardian(s) and school officials.

Continued Exclusion. If a hearing is requested, the principal may determine in his or her sole discretion that the student shall remain excluded from school until the hearing officer makes a recommendation to the superintendent.

Examination of Student's Records and Affidavits. Prior to the hearing, the student and his/her parent(s) or guardian(s) shall have the right to examine and have school officials explain the student's records and any affidavits that will be used by school officials at the hearing.

Attendance at Hearing. The hearing may be attended by the hearing examiner, the principal (or designee), the student, and the student's parents or guardian(s). The student may be represented at this hearing by a representative of the family's choice.

Student's Witness(es). The student and his/her parent(s) or guardian(s) may ask any person with knowledge of the events leading up to the sanction or with general knowledge of the student's character to testify on behalf of the student. If school personnel or other students are requested to testify by the student's parent(s) or guardian(s), the hearing officer shall endeavor to help obtain the presence of such witnesses at the hearing.

Right to Know Issues and Nature of Testimony. The student and his/her parent(s) or guardian(s) have the right to request in advance of the hearing

the issues which the administration will propose in support of the extension, and the general nature of the testimony of any administrative or expert witnesses.

Presence of Student and Witnesses at the Hearing. The student and witnesses may be excluded at the discretion of the hearing examiner in accordance with state statutes. The student may speak in his/her own defense and may be questioned on such testimony, but may choose not to testify. The school district shall make available to testify at the hearing any employee who is a witness to the matter upon request from the parent(s) or guardian(s).

Sworn or Affirmed Testimony. The principal or his or her designee shall present evidence supporting the recommended extension. Witnesses will give testimony under oath of affirmation, and may be questioned.

Hearing Examiner's Report and Recommendations. The hearing examiner shall prepare a report of his or her findings and recommendations, and forward the report to the superintendent.

Superintendent's Decision. The superintendent will review the hearing examiner's report and determine whether to extend the exclusion. He or she shall have the decision delivered or sent by registered or certified mail to the student, student's parent(s), or guardian(s). If the superintendent decides to extend the exclusion, the extension will take effect immediately.

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6036

Reading Instruction and Intervention Services

The purpose of this policy is to facilitate reading instruction and intervention services to address student reading needs, including, but not limited to, dyslexia. It is the school district's goal that each student be able to read at or above grade level by third grade.

Effective Reading Teachers. It is the intent of the school district to employ teachers for kindergarten through third grade who are effective reading teachers as evidenced by (a) evaluations based on classroom observations and student improvement on reading assessments or (b) specialized training in reading improvement.

Reading Assessment. The school district will administer a reading assessment approved by the Nebraska Department of Education three times during the school year to all students in kindergarten through third grade. Exceptions to this requirement include:

- Any student receiving specialized instruction for limited English proficiency who has been receiving such instruction for less than two years;
- Any student receiving special education services for whom such assessment would conflict with the individualized education plan; and
- Any student receiving services under a plan pursuant to the requirements of section 504 of the federal Rehabilitation Act of 1973, 29 U.S.C. 794, or Title II of the federal Americans with Disabilities Act of 1990, 42 U.S.C. 12131 to 12165, as such acts and sections existed on January 1, 2018, for whom such assessment would conflict with such section 504 or Title II plan.

The first assessment for kindergarten students must occur within the first 45 calendar days that school is in session of each school year. For all other grades, the first assessment must occur within the first 30 calendar days that school is in session of each school year.

Diagnostic assessments used within a supplemental reading intervention program do not require Nebraska Department of Education approval.

Deficiency Identification. Any student in kindergarten through third grade performing below the threshold level as determined by the Nebraska Department of Education shall be identified as having a reading deficiency for purposes of the Nebraska Reading Improvement Act and this policy. A student who is identified as having a reading deficiency shall remain identified as having a reading deficiency until the student performs at or above the

threshold level on an approved reading assessment. Nothing in the Nebraska Reading Improvement Act or this policy shall prohibit a school district from identifying any other student as having a reading deficiency.

Supplemental Reading Intervention Program. The school district will provide a supplemental reading intervention program to ensure that students can read at or above grade level at the end of third grade. The school district may work collaboratively with a reading specialist at the Nebraska Department of Education, with educational service units, with learning communities, or through interlocal agreements to develop and provide such supplemental reading intervention programs. Each supplemental reading intervention program must be:

- Provided to any student identified as having a reading deficiency;
- Implemented during regular school hours in addition to regularly scheduled reading instruction unless otherwise agreed to by a parent or guardian; and
- Made available as a summer reading program between each summer for any student who has been enrolled in grade one, grade two, or grade three or in a higher grade and is identified as continuing to have a reading deficiency at the conclusion of the school year preceding such summer reading program. The summer reading program may be held in conjunction with existing summer programs in the school district or in a community reading program not affiliated with the school district or offered online.

The supplemental reading intervention program may also include:

- Reading intervention practices that are evidence-based;
- Diagnostic assessments to identify specific skill-based strengths and weaknesses a student may have;
- Frequent monitoring of student progress throughout the school year with instruction adjusted accordingly;
- Intensive intervention using strategies selected from the following list to match the weaknesses identified in the diagnostic assessment:
 - Development in phonemic awareness, phonics, fluency, vocabulary, and reading comprehension;
 - Explicit and systematic instruction with detailed explanations, extensive opportunities for guided practice, and opportunities for error corrections and feedback; or
 - Daily targeted individual or small-group reading intervention based on student needs as determined by diagnostic assessment data subject to planned extracurricular school activities;

- Strategies and resources to assist with reading skills at home, including parent-training workshops and suggestions for parent-guided home reading; or
- Access to before-school or after-school supplemental reading intervention with a teacher or tutor who has specialized training in reading intervention.

Parent/Guardian Notification. The school will give notice in writing or by electronic communication to the parent(s) or guardian(s) of any student identified as having a reading deficiency within 15 working days of such identification that the student has been identified as having a reading deficiency and that an individual reading improvement plan will be established and shared with the parents or guardians.

Reading Improvement Plan. Any student who is identified as having a reading deficiency will receive an individualized reading improvement plan, that shall include a supplemental reading intervention program, no later than 30 days after the identification of the reading deficiency. The reading improvement plan may be created by the teacher, the principal, other pertinent school personnel, and the parents or guardians of the student and shall describe the reading intervention services the student will receive through the supplemental reading intervention program to remedy the reading deficiency. The student must receive reading intervention services through the supplemental reading intervention program until the student is no longer identified as having a reading deficiency.

Reading Progress. Each student in kindergarten through third grade and his or her parent(s) or guardian(s) will be informed of the student's reading progress within a reasonable time after the school district receives the results from the student's approved reading assessment.

NDE Professional Learning System. The Nebraska Department of Education provides a professional learning system. The elementary school(s) and early childhood education programs approved by the State Board of Education will ensure that teachers who teach children from four years of age through third grade are aware of the professional learning system and are adequately trained regarding evidence-based reading instruction to effectively instruct students in reading.

NDE Report. On or before July 1 of each year, the school district will provide the required information relating to dyslexia to the Nebraska Department of Education.

Adopted on: August 10, 2020

Revised on: July 15, 2024

Reviewed on: _____

6039

Repeat of Grade at Parent-Guardian Request

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

Students in Kindergarten through Fourth Grade

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

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

Students in Fifth through Twelfth Grade

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

Procedure for Parent Requests for Student Grade Repetition

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

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

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

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

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

Adopted on: July 15, 2024

Revised on: _____

Reviewed on: _____

6041
Malcolm X Day Education

Each year on May 19th, designated as El-Hajj Malik ElShabazz, Malcolm X Day, the school district will hold suitable exercises in recognition of the sacrifices of the late Nebraska Hall of Fame inductee El-Hajj Malik El-Shabazz, Malcolm X, and his contributions to the betterment of society. When May 19th falls on a Saturday or Sunday, the district will provide the suitable exercises during the preceding or following week. The program shall be implemented within any applicable laws and/or regulations.

Adopted on: July 15, 2024

Revised on: _____

Reviewed on: _____

6042 Projection Maps

The school district will only use the Gall-Peters projection map or a similar cylindrical equal-area projection map or the AuthaGraph projection map for display or use in the classroom. Use of the Mercator projection map is prohibited unless:

1. The Mercator projection map is used in conjunction with other projection maps in a teaching exercise to demonstrate that all maps are flawed in some way and different map projections serve different functions and may affect how individuals view the world; or
2. The Mercator projection map is part of any:
 - a. book or material obtained prior to July 19, 2024; or geographic information system; or computer program that renders a three-dimensional representation of Earth based primarily on satellite imagery, such as Google Earth or similar software; and
 - b. a Gall-Peters projection map or similar cylindrical equal-area projection map or an AuthaGraph projection map is displayed in the classroom or shown to students during the lesson in which a Mercator projection map is used.

Adopted on: July 15, 2024

Revised on: _____

Reviewed on: _____



Elementary Principal's Report

Mrs. Shelley Kahrs

June 2024

Course Set Up

The courses are set up for the next school year in Power School with the new teachers and schedule adjustments. At the end of the year, Mrs. Stratman and I met with several high school teachers and made slight adjustments to the MS/HS schedules per their requests and conversations.

Mrs. Stratman and I have pre-registered students from 6th to 12th grades over several days. On July 1st, all students will seamlessly transition into the new year. Subsequently, we will enroll the remaining students who are moving up into a "new school," such as from 5th to 6th and 8th to 9th grades.

The elementary classes are also prepared for the rollover transition for the next school year.

File Clean Up

Mrs. Stratman and I have diligently worked through all the Cumulative and Special Education files. Our focus was on organizing, storing, and eliminating files that met the retainment requirements. To ensure transparency, a notice was published in the Franklin County Chronicle for past students to pick up their SPED files. We are committed to maintaining SPED files for 5 years after receiving services.

We will store all PK-12 cumulative files in the Guidance Office. Our new guidance counselor will prepare new student files and transfer students accordingly.

Summer Meetings:

June 12th: IFSP Meeting at child's home

July 1st: Pending Confirmation- SPED staff meeting with NDE Specialist and ESU11

July 11th: Alicap Workshop in Kearney

July 24th-25th: NDE/Administrator Days in Kearney

July 25th: 1184 Meeting

July 20th: Title IX Meeting at ESU11



Middle/High School Principal's Report

Mrs. Christie Stratman

June 2024

Step Up To Writing

Step Up to Writing is a comprehensive program of multisensory writing strategies that develop students' ability to create thoughtful, well-written compositions. This program is a set of research-based and validated strategies to help students develop writing, reading and comprehension skills. The solution's explicit and systematic approach to teaching writing is designed to provide clear strategies, methods, and support for increased writing success in all content areas. It is created for all students, the strategies can be integrated into any curriculum or implemented as a standalone writing solution.

Our staff had the opportunity to participate in a training at the end of the school year. They will be putting it into practice when the school year begins.

Registering for the New Year

After visiting with several teachers and getting their input, Mrs. Kahrs and I prepared the new schedule with some minor modifications and put in the new staff into Powerschool. Mrs. Kahrs and myself worked several days in order to pre register students from 6-12th grade for the new year.

Special Education Files

School systems must keep special education files on file for 5 years. After those 5 years, the public shall be notified for those that have received special education, and may pick up their files. After the allotted time, files unclaimed will be destroyed. Mrs. Kahrs and IMrs. went through the files and set aside those that were 5 years and over. A notice in the Franklin County Chronicles was sent to inform the public. . The final date to claim those files will be June 12, 2024.

Upcoming Trainings

July 1st -	Special Education Staff Meeting with NDE/ESU 11
July 11th -	Alicap Workshop in Kearney
July 24th-25th -	NDE/Administrator Days
July 25th -	1184 Meeting
July 30th -	Title IX Meeting at the ESU

